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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

2015 AUG 31 P 4:28

SUSAN BITTER SMITH - Chairman
BOB STUMP
BOB BURNS
DOUG LITTLE
TOM FORESE

AZ CORP COMMISSION
DOCKET CONTROL

IN THE MATTER OF THE APPLICATION
OF CIRCLE CITY WATER COMPANY
L.L.C. FOR APPROVAL TO DELETE
PORTIONS OF ITS CERTIFICATE OF
CONVENIENCE AND NECESSITY AND TO
DELETE THE REQUIREMENT TO FILE A
RATE CASE PURSUANT TO DECISION
NO. 68246.

DOCKET NO. W-03510A-13-0397

NOTICE OF FILING DIRECT
TESTIMONY OF CRAIG KRUMWEIDE

Lake Pleasant 5000, L.L.C. ("LP5K") files herewith the Direct Testimony of Craig
Krumweide in the above captioned docket.

RESPECTFULLY SUBMITTED this 31st day of August 2015

Garry D. Hays
THE LAW OFFICES OF GARRY D. HAYS, PC
1702 East Highland Avenue, Suite 204
Phoenix, Arizona 85016
Counsel for Lake Pleasant 5000, LLC.

Arizona Corporation Commission

DOCKETED

AUG 31 2015

DOCKETED BY

BTM

1
2
3 Original and thirteen (13)
4 Copies filed on August 31, 2015 with:

5 Docket Control
6 Arizona Corporation Commission
7 1200 W. Washington Street
8 Phoenix, AZ 85007

9 COPIES of the foregoing mailed/emailed/
10 hand delivered on August 31, 2015 to:

11 Janice Alward, Chief Counsel
12 Legal Division
13 ARIZONA CORPORATION COMMISSION
14 1200 West Washington Street
15 Phoenix, AZ 85007

16 Dwight Nodes
17 Hearing Division
18 ARIZONA CORPORATION COMMISSION
19 1200 West Washington Street
20 Phoenix, AZ 85007

21 Thomas Broderick
22 Utilities Division
23 ARIZONA CORPORATION COMMISSION
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Scottsdale, Arizona 85258
Counsel for Maughan Revocable Trust of 2007
And Rex G. Maughan and Ruth G. Maughan

By:  _____

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

SUSAN BITTER-SMITH – Chairman
BOB STUMP
BOB BURNS
DOUG LITTLE
TOM FORESE

IN THE MATTER OF THE APPLICATION) DOCKET NO. W-03510A-13-0397
OF CIRCLE CITY WATER COMPANY)
LLC FOR APPROVAL TO DELETE THE)
EXTENSION OF THE CERTIFICATE OF)
CONVENIENCE AND NECCESITY THAT)
WAS GRANTED IN DECISION 68246)

DIRECT

TESTIMONY

OF

CRAIG KRUMWIEDE

ON BEHALF OF

LAKE PLEASANT 5000, LLC

AUGUST 31, 2015

1 **I. INTRODUCTION**

2 **Q. Please state your name and business address.**

3 A. Craig Krumwiede

4 17700 N. Pacesetter Way, Scottsdale, AZ 85255

6 **Q. By whom are you employed and in what capacity?**

7 A. I am the President and Director of Harvard Investments ("Harvard").

9 **Q. Could you please describe Harvard?**

10 A. Harvard specializes in master planned residential development with projects that include
11 exclusive golf course communities on thousands of acres, custom home developments and
12 large master planned communities that focus on single family housing. Harvard has
13 planned or developed almost 50,000 residential lots on over 24,000 acres since 1982.
14 Harvard also owns and develops office and industrial buildings.

16 **Q. How long have you been employed by Harvard?**

17 A. Approximately 33 years.

19 **Q. Prior to working for Harvard, by whom were you employed and in what capacity?**

20 A. Immediately before joining Harvard I was a tax specialist at Deloitte and Touch.

22 **Q. Please summarize your educational background and other professional experience.**

23 A. I received a Bachelor of Science in Accounting and a Juris Doctorate from Arizona State
24 University.

26 **Q. Please elaborate on your roles and responsibilities at Harvard.**

1 A. I lead the company's development and investment activities and am responsible for the
2 implementation and general investment strategy for the company. I oversee the company's
3 acquisition, development and sale activities in Arizona, Texas, Colorado and Utah.

4
5 **Q. Please describe Harvard's relationship with Lake Pleasant 5000 LLC ("LP5K").**

6 A. Harvard, through control of various entities, is the manager of LP5K.

7
8 **Q. Have you ever testified at the Arizona Corporation Commission?**

9 A. No.

10
11 **Q. On whose behalf are you testifying today?**

12 A. I am testifying on behalf of LP5K.

13
14 **II. PURPOSE**

15 **Q. What is the purpose of your Direct testimony in this proceeding?**

16 A. My testimony will discuss LP5K's need for service from Circle City Water Company
17 ("CCWC") for the property owned by LP5K that is currently in CCWC's Certificate of
18 Convenience and Necessity ("CC&N") and why it is in the public interest to deny
19 CCWC's pending application.

20
21 **III. BACKGROUND**

22 **Q. Please describe the property that LP5K owns that is the subject of this docket.**

23 A. The property in question is approximately 5000 acres of land located in the northwest
24 valley ("Property"). The intent is to develop the Property into a large master planned
25 community with approximately 8,500 home sites and approximately 21,000 residents at
26 buildout.

27

1 **Q. Is the Property currently in CCWC's CC&N?**

2 A. Yes. In Decision No 68426, the ACC extended CCWC's water CC&N to include the
3 Property.

4
5 **Q. How did that come about?**

6 A. LP5K and CCWC entered into a Water Facilities Agreement ("WFA")¹ that set out how
7 CCWC would provide water for the Property. It also included how CCWC would extend
8 service and who would pay for the cost of extending the service.

9
10 **Q. Since Decision No. 68426 granted the extension of the CC&N to cover the property,**
11 **what has occurred?**

12 A. As is well documented, the Arizona real estate market went through unprecedented
13 turmoil. During that time, LP5K retained ownership of the Property and continued to take
14 the necessary steps to develop the parcel. As a prudent developer, we did evaluation from
15 time to time on whether we would proceed with the development. At one point, there was
16 a question on whether the project would move forward but ultimately the determination
17 was made to continue with the plan to develop.

18
19 **Q. Once the determination was made that the development would move forward, did**
20 **LP5K notify CCWC?**

21 A. Absolutely. At that time, we received an invoice from CCWC for costs incurred by
22 CCWC for extending the CC&N to cover the Property.²

23
24 **Q. Did LP5K pay the invoice?**

25 A. Yes and CCWC cashed the check.³

¹ Attached as Exhibit 1.

² Attached as Exhibit 2.

³ Attached as Exhibit 3.

1
2 **Q. In your experience, have you found developments of this size take time?**

3 A. Most certainly. The time frames of development projects vary greatly. A small shopping
4 center in the middle of the municipality could be developed from start to finish within two
5 years while large master planned communities could take a lifetime to develop. As it
6 relates to the Property, this is large parcel of land that will take years to develop.
7

8 **IV. NEED FOR SERVICE**

9 **Q. Does the Property currently have a need for water service?**

10 A. Yes. The Property is still moving forward in the entitlement process. We currently have a
11 Development Master Plan approved by Maricopa County and are continuing to work on
12 the entitlements, including zoning.
13

14 **Q. Has LP5K notified CCWC of the need for water service?**

15 A. Yes. After receiving CCWC's filing, LP5K formally renewed its request for service by
16 sending a letter to CCWC.⁴
17

18 **Q. Does the Property have sewer service?**

19 A. Yes. LP5K has reached an agreement with the City of Surprise for sewer service.
20

21 **Q. In your mind, do you feel that the Property's plan for water and sewer service is**
22 **sufficient to meet the needs of the development?**

23 A. Yes.
24

25 **V. PUBLIC INTEREST**

⁴ Attached as Exhibit 4.

1 **Q. In your 30 years of development experience in Arizona have you ever experienced a**
2 **public service corporation attempt to delete a portion of its CC&N that covered your**
3 **projects?**

4 A. No. This is a highly unusual situation, which would cause irreparable harm to the
5 Property if CCWC is successful.

6
7 **Q. Please explain.**

8 A. As is well known, we live in a desert. Water service is imperative to everything. The
9 value of property with water service compared to property without is dramatic. In fact,
10 Maricopa County will not even entertain any applications for entitlements until the
11 provision of water service is determined. Allowing this application to move forward
12 would cause the Property to basically go back to undevelopable land.

13
14 **Q. Could there be ramifications outside of this case?**

15 A. Certainly. Currently in the development community, everyone understands that if a parcel
16 is covered by a CC&N, water service is available. To go back and delete a portion of the
17 property over the protests of the property owner would have a massive impact in the
18 community.

19
20 **Q. Why?**

21 A. As with most businesses, development needs certainty. In most areas of development,
22 certainty is very difficult. Being a part of a CC&N for water service is quite possibly the
23 most certainty a developer will receive throughout the development process.

24
25 **VI. CONCLUSION**

26 **Q. Does LP5K currently have a need for water service?**

27 A. Yes.

1

2 **Q. Is the request by CCWC something that would cause irreparable harm to LP5K?**

3 A. Yes.

4

5 **Q. Is it in the public interest for the ACC to grant CCWC's request?**

6 A. No.

7

8 **Q. Does that conclude your testimony?**

9 A. Yes, it does.

EXHIBIT 1

Water Facilities Agreement

This Water Facilities Agreement ("Agreement") entered into this 1 day of March, 2005, by and between Circle City Water Company, LLC ("Circle City") with primary business offices located at 3101 State Rd., Bakersfield, California 93308 and Harvard Investments, Inc. ("Developer") with its principal mailing address at 17700 N. Pacesetter Way Scottsdale, Arizona 85255 (hereafter collectively referred to as the "Parties"). The Parties contemplate the Developer's construction of on-site and off-site water utility plant necessary to provide domestic service, as further described herein, for Developer's project, Lake Pleasant 5000 ("Development"), which development is more fully described by Exhibit I attached hereto.

Section I: Recitals

1. WHEREAS, Circle City is a properly organized Arizona corporation in good standing; and,
2. WHEREAS, Circle City is public service corporation within the meaning of Article XV of the Arizona Constitution; and,
3. WHEREAS, Circle City operates a water utility system subject a Certificate of Convenience and Necessity ("CC&N") by the Arizona Corporation Commission ("ACC"), and also subject to the various joint and several jurisdictions of Arizona Department of Environmental Quality ("ADEQ"), Arizona Department of Water Resources ("ADWR") and other regulatory authorities, not expressly described by this section, which may have jurisdiction over certain aspects of the operations of Circle City; and,
4. WHEREAS, Developer is a private party that has requested, pursuant to its Request for Service letter dated September 30, 2004, that Circle City provide potable domestic water service to the Development, which is outside of its present CC&N. Wastewater utility service will be provided to the Development by a municipality or private utility provider and Developer is in the process of obtaining necessary approvals and agreements for such service; and,
5. WHEREAS, Circle City has accepted Developer's request to provide potable domestic water service to the Development subject to obtaining ACC approval to extend its CC&N to include the Development; and,
6. WHEREAS, Circle City is willing to file an application with the ACC requesting an extension of its CC&N to include the Development, in accordance with Section VIII of this Agreement; and
7. WHEREAS, Circle City does not presently operate a water distribution system able to serve potable domestic water to the Development without contemplation of this Agreement; and
8. WHEREAS, Developer is willing to construct facilities, both on-site distribution and off-site water infrastructure utility facilities necessary for Circle City to serve the Development; and
9. WHEREAS, concurrently with the filing to extend its CC&N, Circle City also intends to seek authority from the ACC to collect an Off-Site Hook-Up Fee to fund construction of off-site infrastructure including wells, storage tanks, booster pumps, pressure tanks, transmission mains and/or related appurtenances necessary for proper operation, including engineering and design costs; and
10. WHEREAS, if the ACC approves the proposed Off-Site Hook-Up Fee Tariff in a form materially similar to that proposed by Circle City and attached hereto as Exhibit II, Circle City agrees to treat Developer's construction of off-site facilities consistent with that tariff.

NOW, THEREFORE BE IT RESOLVED the Parties to this Agreement do hereby agree as follows:

Section II: Construction Of On-Site And Off-Site Facilities, Treatment of Costs, Payment of Administrative Costs

1. Developer will construct, or cause to be constructed, on-site distribution facilities sufficient to fully satisfy Developer's requirements for water utility service to the Development by Circle City as further described by this Agreement.
2. Developer will also construct, or cause to be constructed, water infrastructure facilities, including wells, storage tanks, booster pumps, pressure tanks, transmission mains and/or related appurtenances sufficient to fully satisfy Developer's requirements for water utility service to the Development by Circle City as further described by this Agreement. The off-site water infrastructure facilities necessary for Circle City to extend water utility service to the Development are described in the Water Master Plan for Lake Pleasant 5,000 attached hereto as Exhibit III and incorporated herein by this reference.
3. Developer shall determine the financing and timing for construction of the on-site and off-site facilities. The cost of the off-site facilities will constitute a credit against any amounts Developer would be obligated to pay under an Off-Site Hook-Up Fee Tariff (Exhibit II), if such charge is authorized by the ACC following application made by Circle City as requested by Developer. The estimated cost of the on-site distribution facilities described in Exhibit III is Twenty-Four Million, Two Hundred and Sixty Thousand Dollars (\$24,260,000) and shall hereinafter be referred to as the "estimated advance." The estimated cost of the off-site facilities described in Exhibit III is Thirty Million, Seven Hundred and Forty Five Thousand, Ninety-Two Dollars (\$30,745,092) and shall hereinafter be referred to as the "estimated off-site hook-up fee credit." To the extent the off-site facilities costs exceed the estimated off-site hook up fee credit, or, if the ACC does not approve the Off-Site Hook-Up Fee Tariff in a form materially similar to that attached as Exhibit II, Developer will be responsible to finance the costs of any off-site facilities necessary for Circle City to furnish water utility service to the Development and any such amounts will be treated as non-refundable contributions in aid of construction.
4. Developer agrees that the size, design, type and quality of materials used to construct the on-site distribution facilities and off-site water infrastructure facilities (collectively, the on-site and off-site facilities are referred to at times herein as the "Improvements"), as well as the location of those facilities upon and under the ground, shall be approved by Circle City prior to the commencement of construction and that those facilities shall be designed and constructed in accordance with all applicable standards of Circle City, ADEQ, ACC and any other governmental agencies exercising jurisdiction over the design and construction of water utilities systems. The total cost estimates for the Improvements are more fully described in Exhibit IV. All plans and specifications shall be submitted to Circle City prior to submission for approval by any regulatory agencies and Circle City shall have thirty (30) days within which to revise or approve the plans. If Circle City does not provide comments within that thirty-day period, the plans and specifications will be deemed approved by Circle City. Circle City shall have the right to require certain configurations that meet prudent utility practice and general industry practice, to participate in design review and design verification activities, pre- and post-construction inspection requirements, commissioning requirements, test and trials (design validation), and to prescribe certain equipment over other equipment, provided, however, Circle City cannot require changes to the configuration, design or equipment after approval of the plans and specifications.
5. In addition to the estimated advance and estimated off-site hook-up fee credit, Developer shall additionally pay to Circle City an amount sufficient to pay for reasonable administrative costs, including accounting, engineering and inspection services in connection with the construction of the

on-site and off-site facilities, and verifiable legal expenses for the preparation of this Agreement, request for expansion of its CC&N and approval of an off-site hook-up fee. Circle City shall, upon request, provide proof of such costs to Developer prior to reimbursement by Developer of any such costs incurred by Circle City. Developer shall also reimburse Circle City for its reasonable pecuniary costs incurred in the management, supervision and inspection of Improvements.

- 6 All funds payable pursuant to this Agreement, including any adjustments thereto, shall be paid by Developer to Circle City in the form of certified cashiers check or personal check or other means agreed by the Parties, the validity of which shall be determined only after satisfaction of same by the financial institution upon which it is drawn.
7. If, for any reason, any balance remains unpaid by Developer, Circle City shall be paid by Developer prior to Circle City's acceptance of transfer of the on-site and off-site facilities, **DEVELOPER ACKNOWLEDGES AND AGREES THAT IT IS THE EXPRESSED PURPOSE OF THIS SECTION NOT TO PERMIT THE EXTENSION OF SERVICE BY CIRCLE CITY TO ANY LOT OR CUSTOMER IN THE DEVELOPMENT UNTIL ALL AMOUNTS BEING FULLY PAID WHICH WERE INCURRED IN CONNECTION WITH THIS AGREEMENT.**

Section III: Conditions of Facilities Construction

1. The acceptance by Circle City of any conveyance of the Improvements to be constructed by Developer, as referenced in Exhibit III and Exhibit IV respectively, are further conditioned upon Developer's acceptance of each of the following conditions:
 - a) That Developer connect at least one (1) water service connection to the property described in Exhibit I, except as may otherwise be expressly provided by this Agreement.
 - b) That prior to the commencement of construction of any Improvements, all permits, approvals, licenses and easements required in connection with any on-site and/or off-site facilities shall be obtained, recorded, transferred or otherwise developed by Developer retaining the right to ultimately transfer all such permits, approvals, licenses and easements in to Circle City so as to completely satisfy all authorities having jurisdiction over regulation or approval of any on-site and/or off-site facilities.
 - c) That all easements and rights-of-way shall be free of obstacles which may interfere with construction or subsequent operation of any Improvements contemplated by this Agreement, as exclusively determined by Circle City. If facilities require road, pavement and/or concrete construction, all such development shall be constructed at grade elevations. No pavement or curbs shall be installed prior to completion of any Improvements contemplated by this Agreement or otherwise approved in advance of construction by Circle City. If any streets, roads, alleys, or drainage ways are not constructed in accordance with this section, Developer shall bear all costs of every type and description, on a non-refundable basis, that are incurred by Developer or Circle City to relocate facilities as a result of said facilities not being constructed in accordance with this section.
 - d) That no engineering changes be made, caused, required or incurred by Developer in connection with any utility construction standards, any regulatory authority or any State or County health department, or any other public agency under whose jurisdiction the construction of the facilities contemplated under this Agreement may be deemed appropriate, without the advance written approval of Circle City, which approval shall not be unreasonably withheld.

- e) That Developer comply with any additional terms and conditions as may be set forth in other sections of this Agreement, which may be attached hereto and incorporated by reference for all purposes.

Section IV: Service, Circle City Liability Limitations

1. Notwithstanding any reference to fire protection facilities contained in this Agreement, the Improvements are being constructed by Developer and will be transferred to Circle City for the purpose of providing domestic water service to the Development. However, under certain operating conditions as exclusively determined by Circle City, the Improvements may be used, with the prior written approval of Circle City, to provide limited emergency fire protection service to an official fire protection agency which has previously contracted with Circle City for such service.
2. It is understood by Developer, as evidenced by the execution of this Agreement, that Circle City does not have the responsibility to provide, and shall not construct under this Agreement, facilities capable of providing any fire flow to the Improvements. Therefore, it is expressly agreed and understood by Developer that **CIRCLE CITY DOES NOT GUARANTEE OR ENSURE UNINTERRUPTED OR REGULAR WATER SERVICE; NOR DOES CIRCLE CITY REPRESENT THE AVAILABILITY OF ADEQUATE PRESSURE, VOLUME OR FIRE FLOW FROM THE SYSTEM BY OFFERING DOMESTIC WATER SERVICE PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION SECTION XI, PARAGRAPH 16.**
3. It is agreed that in the event that service from a fire hydrant, or an interior fire sprinkler system which is used for non-fire protection purposes, is interrupted or is irregular or defective or fails from causes beyond Circle City's control, or through the negligence or alleged negligence of its employees, services, agents or other representatives, Circle City shall not be liable for any injuries or damages arising therefrom. Further, Circle City shall have neither the responsibility nor the liability for any use or disposition of fire hydrant or fire protection water, even if such use or disposition is attributable, or is alleged to be attributable to the negligence of Circle City's employees, agents, servants, or other representatives. Developer, or any other person or entity which succeeds to Developer's interest, REGARDLESS OF WHETHER SUCH PERSON OR ENTITY HAS KNOWLEDGE OR NOTICE OF THESE TERMS, shall make no claim against Circle City for any such loss or damage resulting from services provided under this Agreement or the applicable service tariff. Circle City shall be entitled to recover its reasonable attorney's fees should Developer fail to properly comply with this provision.

Section V: Rates and Tariffs

1. It is understood and agreed by Developer, as evidenced by its execution of this Agreement, that all charges for domestic water services to the Development shall, at all times, be at then applicable tariffs of Circle City as established by the ACC, including an Off-Site Hook-Up Fee Tariff if approved by the ACC, which approval will be sought by Circle City concurrent with its request to extend its CC&N to include the Development. Circle City's tariffs are subject to change from time to time upon application by Circle City and as approved by the Commission.

Section VI: Permits and Licenses, Easements, Title

1. Circle City and Developer agree to obtain all permits and licenses from all authorities having jurisdiction which may be required for the construction of any of the Improvements necessary for Circle City to provide water utility service to the Development.
2. Prior to the commencement of construction any Improvements, Developer shall, if applicable, obtain from the owners of any property upon which on-site and/or off-site facilities are to be constructed, a

perpetual private water utility easement for construction, operation and maintenance of the Improvements on the behalf of, and in the name of, Circle City and in a form acceptable to Circle City.

- 3 All materials, facilities constructed, and water supply equipment provided in connection with construction of any Improvements under this Agreement and the completed facilities as installed shall be transferred by bill of sale and/or any other necessary conveyance document to Circle City, and thereafter shall become the sole and exclusive property of Circle City, and full legal and equitable title thereto shall be completely and fully vested in Circle City, free and clear of any liens. Developer agrees to execute or caused to be executed promptly all such documents as Circle City or its representatives may request to evidence good and merchantable title to said Improvements free and clear of all liens.

Section VII: Advance Amount, Refund, Transfer

1. As described by this Agreement, all advances for on-site distribution facilities shall be made by Developer as specified hereunder. If the actual costs of on-site distribution facilities are revised, in accordance with this Agreement, the additional advance shall be applied thereto and/or adjusted by the same amount.
2. All costs of on-site distribution facilities advanced hereunder and applicable administrative, legal, accounting, engineering, inspection and other pecuniary costs for supervision and management shall be refunded in accordance with A.A.C. § R14-2-406(D) - 10% of all revenue generated by customers within the Development each year for 20 years beginning with the commencement of water utility service within the Development. Under no circumstance shall Developer be entitled to, or receive, any amount in excess of the actual costs of on-site distribution facilities and applicable administrative, legal and engineering costs, nor shall Developer receive any refund from Circle City of any amounts paid for off-site facilities, whether such amounts are paid pursuant to an ACC-approved Off-Site Hook-Up Fee tariff or otherwise.
3. Subject to Appendix 1, attached hereto, the costs to be paid by Developer hereunder for any Improvements do not include any amount necessary for the payment of State or federal income taxes in connection therewith, which amounts shall be the responsibility of Developer should such income tax liabilities be imposed on Circle City at a later date as a result of the payment of any amounts and/or the conveyance of any facilities by Developer to Circle City under the Agreement.
4. Developer understands, acknowledges and agrees, as evidenced by its execution of this Agreement, that it is solely responsible to notify Circle City of any change of address used in connection with any provision hereunder. All changes of address of Developer should be forwarded in writing to Circle City's offices as first set forth above.
5. In the event of the sale, conveyance or transfer by Circle City, pursuant to the approval of the Regulatory Authorities, of any portion of its water system, including the facilities serving the Development and installed pursuant to the terms of this Agreement, Circle City's obligations under this Agreement shall cease (except to any payment which may be then due) conditioned upon the transferee assuming, and agreeing to pay Developer, any sums payable to Developer thereafter in accordance with any provisions of this Agreement.

Section VIII: Extension of Circle City's CC&N

1. Circle City hereby agrees to file an application with the ACC for the expansion of its CC&N to include the Development as well as a request for authority to collect an Off-Site Hook-Up Fee under the form of tariff represented in Exhibit II.
2. All obligations under this Agreement shall be conditioned upon Circle City gaining authority, free from any unreasonable condition, from the ACC to include the Development in Circle City's

certificated service area. Further, Developer covenants and agrees to support Circle City's application to extend its CC&N and for approval of an Off-Site Hook-Up Fee Tariff, and shall, upon request by Circle City and/or its assigns, provide testimony and/or public comment supporting Circle City's application in connection with any proceeding before the ACC. In the event the ACC does not grant Circle City's request for a CC&N extension, Circle City's and Developer's obligations under this Agreement will terminate, except that Developer will still be responsible to reimburse Circle City for its reasonable and verifiable administrative, accounting, legal, engineering, inspection and other similar costs incurred under this Agreement prior to its termination under this provision.

Section IX: General Conditions

1. Each of the recitals set forth in Section I above are hereby incorporated into this Agreement by this reference as if fully set forth herein. This Agreement may not be modified or amended except by a writing signed by both parties. The remedies provided for in this Agreement shall not be deemed either Parties' exclusive remedies but shall be in addition all other remedies available to Circle City at law or equity. No waiver by Circle City of any breach by Developer of any provision of this Agreement shall in any way be construed as a waiver of any future or subsequent breach by Developer or bar the right of Circle City to insist on strict performance by Developer of the provisions in this Agreement in the future. Developer is an independent party and not an agent or employee of Circle City.
2. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns and representatives; provided, however, that no assignment or transfer of any of the obligations, powers, duties or rights created in the obligee or assignee by this Agreement shall be binding upon any of the Parties to this Agreement until such assignment or transfer is approved in writing by each of the Parties hereto.
3. If any suit or other action or proceeding is brought to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonably attorneys' fees and costs, such amounts as may be established by a court and not a jury.
4. This Agreement embodies the entire agreement between the Parties and supersedes all prior and contemporaneous oral or written agreements, representations and understandings, if any, relating to the subject matter hereof which shall hereby be superseded and merged. All documents attached to this Agreement shall be read and interpreted as consistent with one another.
5. Section headings are for the convenience of reference only and shall in no way affect the interpretation of this Agreement. This Agreement is the result of good faith negotiations between the Parties and, accordingly, shall not be construed for or against either Party regardless of which Party drafted this Agreement or any portion thereof.
6. Developer does not intend the benefits of this Agreement to inure to any third party, nor shall this Agreement be construed to make or render Circle City liable to any creditor, materialman, supplier, tax collector, contractor, subcontractor, broker, purchaser or lessee of the improvements.
7. Each Party shall execute and deliver all such documents and perform all such acts as reasonably requested by any party from time to time to perform the duties and obligations contemplated by this Agreement.
8. All annexes, schedules and exhibits attached hereto are hereby incorporated into this Agreement by each reference thereto as if fully set forth at each reference.
9. Each Party acknowledges and warrants that it is fully authorized and empowered to execute this Agreement by and through the individuals executing below.

10. Any notices or communication required or permitted to be given to any of the Parties to this Agreement must be in writing and shall be effective upon the earlier of (a) the date when received by such party, or (b) the date which is three (3) days after mailing, postage prepaid, by certified or registered mail, return receipt requested, to the address of such party as indicated below, or (c) by telefacsimile delivered or transmitted to the party to whom such notice is required or directed in accordance with that information first set forth above. Any such notices to be personally delivered may be delivered to the principal offices or location of the other party to whom such notice is directed. Any such notice shall be deemed to have been given (whether actually received or not) on the day it is personally delivered as aforesaid. Any party to this Agreement may change its address or delivery location by giving notice to the other party pursuant to this section.
11. Time is of the essence with regard to each provision of this Agreement as to which time is a factor. If this Agreement provides that any time period expires or date for performance specified in this Agreement falls on a non-business day (i.e. Saturday, Sunday or legal holiday recognized by the State of Arizona), such time period or performance deadline shall be extended to the next business day.
12. This Agreement has been prepared, is being executed and delivered, and is intended to be performed in the State of Arizona. The substantive laws of the State of Arizona and the applicable federal laws of the United States of America shall govern the validity, construction, enforcement and interpretation of this Agreement and all documents related hereto without regard to conflict of the law rules.
13. The Parties hereto agree to do all such things and take all such action, and to make, execute and deliver such documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
14. This Agreement may be executed in multiple counterparts, each of which, when so executed shall be deemed an original but all such counterparts shall constitute but one and the same Agreement.
16. Developer acknowledges that the on-site and certain off-site water infrastructure facilities are being installed for the purpose of providing domestic water service to the Development, which is further described in Exhibit I. Under certain operating conditions, the facilities may provide limited fire protection service to appropriate fire protection agencies contracting with the Circle City for such service. However, it is expressly understood by the Circle City and the Developer that Circle City will provide a minimum delivery pressure of 20 pound per square inch at the customer's meter or point of delivery in accordance with A.A.C. R14-2-407.E, but that Circle City does not guarantee or ensure uninterrupted or regular fire protection service. Developer further acknowledges that Circle City does not represent or warrant that the domestic water utility service provided by Circle City meets any rules, regulations or other standards for fire protection imposed by any governmental entity; nor does Circle City accept or assume any obligation of Developer, whether express or implied, pertaining to the property described in Exhibit I including, without limitation, assurances of water for fire protection purposes, except as expressly set forth in this Agreement.
17. Developer, if actually defined to represent more than a single individual, shall be jointly and severally liable for all duties and obligations under this Agreement.

Section X: Acceptance

IN WITNESS HEREOF, the Parties do hereby agree to the foregoing covenants, terms and conditions of the Agreement dated as first set forth above.

LAKE PLEASANT 5000, L.L.C., an Arizona limited liability company

By: Harvard 5K, L.L.C, an Arizona limited liability company

Its: Manager

By: Harvard Investments, Inc., a Nevada corporation

Its: Manager

By: 

Its: _____

For: Circle City Water Co. L.L.C.

By:

Its:

Robert T. Hardcastle
Managing Member

Section X: Acceptance

IN WITNESS WHEREOF, the Parties do hereby agree to the foregoing covenants, terms and conditions of the Agreement dated as first set forth above.

LAKE PLEASANT 5000, L.L.C., an Arizona limited liability company

By: Harvard 5K, L.L.C., an Arizona limited liability company

Its: Manager

By: Harvard Investments, Inc., a Nevada corporation

Its: Manager

By: _____
Its: _____

For: Circle City Water Co. L.L.C.

By:

Its:

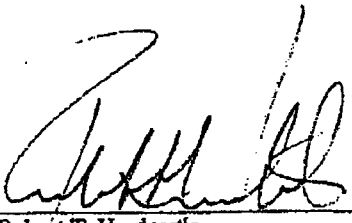

Robert T. Hardcastle
Managing Member

EXHIBIT 2

INVOICE

Received

Date: March 21, 2013
Invoice # 2012-26-05-7060.01

MAR 25 2013


Circle City Water Co. LLC
P.O. Box 82218
Bakersfield, CA 93380
(661) 633-7526
RTH@jaco.com

TO Chris Cacheris
Harvard Investments
17700 No. Pacesetter Way
Scottsdale, AZ 85255

Harvard Investments

use 6/1/13 Accy DATE

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
RTH	Lake Pleasant 5000 - Warrick 160 17/26-0005-7060.01	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Legal expenses related to ACC Application to Extend CC&N and Approval of Main Extension Agreement of LP5000 and Warrick 160 Projects		\$ 48,663.61
	APPROVED TO PAY Chris  X X		

SUBTOTAL

SALES TAX

TOTAL

~~\$48,663.61~~

Make all checks payable to Circle City Water Co. LLC

Thank you for your business!

CPM

JUL 17 2013

CIR002

LKP-1000-0010.228

15910

cm

7/19

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 09/20/04
Invoice: 464470

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
08/17/04	Jay Shapiro: Work on list of info needed for application to extend and e-mail to R. Hardcastle regarding same; provide direction to P. Black regarding preparation of agreement and extension application.	0.30	82.50
08/17/04	Patrick Black: Discussion with J. Shapiro about need for CC&N extension; provide list of material that must be provided by both Circle City and Developer in order to gain letter of sufficiency once application is made to extend the CC&N.	0.40	80.00
08/19/04	Patrick Black: Attend to e-mails from T. Wiley concerning developer information needed for CC&N, and draft main extension agreement.	0.20	40.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
09/20/04
Page 2

Client: 20496
Matter: 003
Invoice: 464470

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
08/19/04	Jay Shapiro: E-mails with counsel for Harvard regarding info on water utility facilities needed for CC&N application.	0.20	55.00
08/26/04	Patrick Black: Review draft main extension agreement and prepare for system change; follow up with Jay Shapiro regarding same.	0.50	100.00
TOTAL Hours and Fees		1.60	\$357.50

Services Performed By	Hours	Rate	Amount
Patrick Black	1.10	200.00	220.00
Jay Shapiro	0.50	275.00	137.50
TOTAL Current Fees			\$357.50

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
08/24/04	In-House Doc. Reproduction	19.60
TOTAL Current Charges and Costs		\$19.60

Current Balance Due \$377.10

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 10/13/04
Invoice: 466917

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
09/15/04	Patrick Black: Conference with T. Wiley concerning status of project; follow up with J. Shapiro concerning same; draft CC&N application for Lake Pleasant 5000, draft main extension agreement between Brooke and Harvard Investments, Inc.	2.10	420.00
09/29/04	Jay Shapiro: Review and revise response to request for service from Developer; review and revise draft of CC&N extension application and provide further direction to P. Black; call with T. Wiley regarding issue related to extension application and agreement.	0.50	137.50
09/30/04	Patrick Black: Revise CC&N application to include Harvard Investments development within service territory; draft e-mail to T.	0.70	140.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
10/13/04
Page 2

Client: 20496
Matter: 003
Invoice: 466917

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	Wiley regarding possible issues of service in relation to other water providers in the area; follow up with J. Shapiro regarding same.		
09/30/04	Jay Shapiro: Review draft extension agreement and provide directions on further review to P. Black.	0.40	110.00

TOTAL Hours and Fees	3.70	\$807.50
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Services Performed By	Hours	Rate	Amount
Patrick Black	2.80	200.00	560.00
Jay Shapiro	0.90	275.00	247.50
TOTAL Current Fees			\$807.50

Current Balance Due	\$807.50
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FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
 3003 N. CENTRAL AVENUE
 PHOENIX, ARIZONA 85012-2913
 (602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
 3101 STATE RD
 BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 11/10/04

Invoice: 470050

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
10/04/04	Patrick Black: Revise Water Facilities Services Agreement to conform with Arizona law and Commission Rules.	0.90	180.00
10/04/04	Jay Shapiro: Finish draft agreement and forward same to Harvard counsel.	0.70	192.50
10/05/04	Jay Shapiro: Consider possible opposition to service extension by City of Surprise and e-mails to and from client regarding same.	0.20	55.00
TOTAL Hours and Fees		1.80	\$427.50

Services Performed By	Hours	Rate	Amount
Patrick Black	0.90	200.00	180.00
Jay Shapiro	0.90	275.00	247.50

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
11/10/04
Page 2

Client: 20496
Matter: 003
Invoice: 470050

TOTAL Current Fees -----
\$427.50

Current Balance Due \$427.50
=====

FENNEMORE CRAIG

INVOICE

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SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 12/06/04

Invoice: 472867

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
11/04/04	Jay Shapiro: Call with client and e-mail to Harvard counsel regarding progress on CC&N extension application and extension agreement.	0.20	55.00
11/15/04	Jay Shapiro: Calls with T. Wiley regarding status of document review and issue related to extension of CC&N including possibility of extension without ACC order and regarding possible concern by Staff over timing of sewer service to development.	0.30	82.50
11/16/04	Jay Shapiro: Review revise application for CC&N extension; e-mails to and from Harvard counsel and representatives regarding possible delay in processing CC&N extension application until 208 approval issues and consider same.	0.40	110.00

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
12/06/04
Page 2

Client: 20496
Matter: 003
Invoice: 472867

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
11/16/04	Patrick Black: E-mail from T. Wiley concerning suggested changes to CC&N extension application; review changes and attend to e-mail from J. Shapiro concerning same.	0.40	80.00

TOTAL Hours and Fees	1.30	\$327.50
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Services Performed By	Hours	Rate	Amount
Patrick Black	0.40	200.00	80.00
Jay Shapiro	0.90	275.00	247.50
TOTAL Current Fees			\$327.50

Current Balance Due	\$327.50
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FENNEMORE CRAIG

INVOICE

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SUITE 2600
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(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 01/19/05
Invoice: 477590

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
12/07/04	Jay Shapiro: Call with T. Wiley regarding status of application to extend; call with J. Fisher to set up meeting to discuss same; e-mail to client.	0.40	110.00
12/13/04	Jay Shapiro: Confer with T. Wiley regarding status of additional information to complete application.	0.20	55.00
12/16/04	Jay Shapiro: Several calls with client and T. Wiley and then T. Bourassa regarding CC&N application, numbers, hook up fees etc.; review water master plan and e-mail T. Wiley regarding same.	1.20	330.00
12/17/04	Jay Shapiro: Several discussions with counsel for Harvard regarding CC&N, hook up fees and issues related to sewer and impact on water	2.00	550.00

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
01/19/05
Page 2

Client: 20496
Matter: 003
Invoice: 477590

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	CC&N; meeting with J. Fisher and J. Gellman regarding CC&N extension application and issues of concern; call with R. Hardcastle regarding same.		
12/20/04	Jay Shapiro: E-mail from T. Bourassa and then with client and T. Wiley regarding info needed to run numbers for application; confer with T. Wiley regarding same and regarding possible issues with ACC Staff over timing of sewer service.	0.30	82.50
12/21/04	Jay Shapiro: Call with T. Wiley regarding hook up fees, and other options for plant financing; review additional materials on costs received from Harvard for use in preparing accounting data.	0.60	165.00

TOTAL Hours and Fees	4.70	\$1,292.50
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Services Performed By	Hours	Rate	Amount
Jay Shapiro	4.70	275.00	1,292.50
TOTAL Current Fees			\$1,292.50
Less Applied Advance			427.50cr
Net Current Fees Due			\$865.00
Current Balance Due			\$865.00

FENNEMORE CRAIG

INVOICE

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FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 02/10/05
Invoice: 479765

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
01/05/05	Jay Shapiro: Review revised water master plan; call with counsel for Harvard regarding status.	0.40	120.00
01/07/05	Jay Shapiro: Review hook up fee and other financial information received from T. Bourassa regarding CC&N extension and plant financing.	0.50	150.00
01/11/05	Jay Shapiro: Voice mail from T. Wiley regarding plant financing issues; consider problems with Harvard's request for possible treatment of off site plant costs, alternatives and e-mail to R. Hardcastle regarding same; discuss same with client.	0.70	210.00
01/12/05	Jay Shapiro: Call with counsel for Harvard regarding plant financing options and	0.20	60.00

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
02/10/05
Page 2

Client: 20496
Matter: 003
Invoice: 479765

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	concerns over making all off sites refundable; voice mail to R. Hardcastle concerning same.		
01/18/05	Jay Shapiro: E-mails to and from T. Wiley regarding application, agreement and plant financing and call with T. Wiley regarding same; review revised version of extension agreement and e-mail to T. Wiley regarding concerns over same; begin preparation of hook up fee tariff and begin revisions to extension agreement.	2.40	720.00
01/19/05	Jay Shapiro: Continue preparation of hook up fee tariff and revisions to extension agreement.	1.50	450.00
01/21/05	Patrick Black: Attend to e-mails and review financial information generated by T. Bourassa; revise draft CC&N application and incorporate financial data required therein.	0.90	202.50
01/21/05	Jay Shapiro: Call with T. Wiley regarding additional changes and questions concerning extension agreement.	0.20	60.00
01/26/05	Jay Shapiro: Continue revisions to agreement in light of change of financing approach and finalize draft of tariff; e-mail to client regarding status; e-mail to accountant regarding concerns over fee calculation;; e-mail to T. Wiley over status and need for addressing remaining issues of significance.	2.00	600.00
01/27/05	Jay Shapiro: Call with Harvard counsel regarding sewer options and impact on CC&N proceeding.	0.40	120.00
01/31/05	Jay Shapiro: E-mails to and from and several calls with R. Hardcastle, T. Wiley and T.	1.40	420.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
02/10/05
Page 3

Client: 20496
Matter: 003
Invoice: 479765

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
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Bourassa regarding cost break down and financial issues and calls with both and with R. Hardcastle; address several financial issues and concerns and work with T. Bourassa to develop strategies for same.

TOTAL Hours and Fees	10.60	\$3,112.50
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Services Performed By	Hours	Rate	Amount
Patrick Black	0.90	225.00	202.50
Jay Shapiro	9.70	300.00	2,910.00

TOTAL Current Fees	\$3,112.50
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Current Balance Due	\$3,112.50
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FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 03/16/05
Invoice: 483702

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
02/01/05	Jay Shapiro: Substantial revisions to draft extension agreement in light of change in construction plan and revisions to draft hook up fee tariff; e-mails from T. Wiley regarding plant issues; e-mail to all parties regarding agreement, tariff and status.	2.60	780.00
02/02/05	Jay Shapiro: E mails to and from developer regarding agreement, financial models and related issues.	0.40	120.00
02/03/05	Jay Shapiro: Additional e-mails regarding financial issues, agreement and possible request for new CC&N with new rates.	0.40	120.00
02/16/05	Jay Shapiro: Review revised financial information and projections prepared by T. Bourassa; calls with T. Wiley regarding	0.80	240.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
03/16/05
Page 2

Client: 20496
Matter: 003
Invoice: 483702

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	status of CC&N extension analysis and financial issues; review e-mail and other materials provided by T. Wiley; provide direction to P. Black to finalize documents for final review and execution and filing.		
02/17/05	Patrick Black: Attend to e-mails from J. Shapiro and T. Wiley concerning documents to be revised for CC&N application; review and edit water facilities agreement and Off-Site Hook-Up Fee Tariff.	2.30	517.50
02/21/05	Jay Shapiro: Work on CCN application.	0.40	120.00
02/21/05	Patrick Black: Review financial data forwarded by T. Bourassa and reconcile with information contained in latest draft of CC&N application and Water Facilities Agreement; review Option Agreement for information concerning CAP Subcontract Agreements; revise and edit CC&N application to incorporate new financial information.	2.40	540.00
02/22/05	Jay Shapiro: Review current drafts of all documents for extension and work on revisions and address continuing issue regarding financial and engineering information.	2.20	660.00
02/22/05	Patrick Black: Revise and edit CC&N extension application and Water Facilities Agreement; several conversations with T. Bourassa concerning financial information and application to current drafts of CC&N extension application and Water Facilities Agreement; review Master Water Report for Lake Pleasant 5000 and follow up with T. Wiley concerning same; review cost estimates for both on-site and off-site facilities forwarded by T. Wiley to compare with financial statements generated by T. Bourassa	4.80	1,080.00

continued on next page

FENNEMORE CRAIG

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	and attempt to reconcile same; draft Application for Approval of Hook-Up Fee.		
02/23/05	Jay Shapiro: Continue working on all documents for extension and work on revisions and address continuing issue regarding financial and engineering information; call with T. Wiley regarding same; e-mail to client and develop regarding document review and remaining issue.	1.60	480.00
02/23/05	Patrick Black: Conference with J. Shapiro concerning issues addressed in CC&N application; references to information in Water Master Plan and other information provided by T. Wiley to support information contained in CC&N application; make certain revisions and follow up on same with J. Shapiro.	2.00	450.00
02/24/05	Jay Shapiro: Calls with T. Wiley and then client regarding Harvard request for extended refund period; consider pros/cons of same and e-mail to R. Hardcastle regarding same.	0.40	120.00
02/24/05	Patrick Black: Conference with T. Wiley concerning information provided by engineers and contained in Water Report; conference with J. Shapiro and T. Wiley concerning same; continue revisions on CC&N application; several calls with M. Jared to determine history of Circle City CC&N and entities transferred from; review Decision No. 60972 regarding same.	2.00	450.00
02/25/05	Jay Shapiro: Discuss refund provisions and Harvard request for longer refund period with client, T. Bourassa and T. Wiley.	0.70	210.00
02/26/05	Jay Shapiro: E-mails to and from client	0.20	60.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
03/16/05
Page 4

Client: 20496
Matter: 003
Invoice: 483702

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	regarding accepting 20 year refund and getting agreement signed and filing made; e-mail to Harvard counsel regarding same.		
02/28/05	Jay Shapiro: Call with T. Wiley and then several e-mails regarding finalizing agreement for execution and filing of CC&N and hook up fee tariff.	0.30	90.00
02/28/05	Patrick Black: Attend to e-mails from T. Wiley concerning water facilities agreement and related exhibits, and CC&N application; review water facilities agreement and forward to R. Hardcastle for signature; prepare water facilities agreement and related exhibits, draft cover letter and forward to T. Wiley per his request; conferences with T. Wiley and J. Shapiro concerning same.	1.10	247.50

TOTAL Hours and Fees	24.60	\$6,285.00
	=====	=====

Services Performed By	Hours	Rate	Amount
Patrick Black	14.60	225.00	3,285.00
Jay Shapiro	10.00	300.00	3,000.00

TOTAL Current Fees			\$6,285.00

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
02/22/05	In-House Doc. Reproduction	12.60
02/22/05	In-House Color Copies	2.40
02/28/05	In-House Doc. Reproduction	8.20

	TOTAL Current Charges and Costs	\$23.20

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
03/16/05
Page 5

Client: 20496
Matter: 003
Invoice: 483702

Current Balance Due \$6,308.20
=====

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 04/21/05
Invoice: 487614

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
03/01/05	Jay Shapiro: Address issues related to finalizing filing and attachments regarding financial information.	0.30	90.00
03/01/05	Patrick Black: Review 2003 financial information forwarded by S. Zimmerman and discuss with J. Shapiro and T. Bourassa; conference with T. Wiley concerning signatures for water facilities agreement and need for CC&N extension application; review packet and ensure all exhibits are prepared for CC&N application.	0.80	180.00
03/02/05	Sandra Baker: (Document Clerk) Prepare CC&N Application extension and Application for Approval of Hook-up fee tariff Documents for filing with the Arizona Corporation Commission, for hand deliveries and mailing.	1.10	38.50

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
04/21/05
Page 2

Client: 20496
Matter: 003
Invoice: 487614

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
03/02/05	Jay Shapiro: Finalize and make filing; e-mail to client and developer regarding same.	0.40	120.00
03/02/05	Patrick Black: Final preparation of Water Facilities Agreement and CC&N application; review pleadings and file with ACC; review Application for Hook-up Fee and file with ACC; follow up with T. Wiley concerning legal descriptions; draft cover letters to T. Wiley and R. Hardcastle concerning enclosed conformed copies of application and original set of Water Facilities Agreement.	1.50	337.50
03/03/05	Sandra Baker: (Document Clerk) Prepare letters to client and opposing party with copies of documents filed at the Arizona Corporation Commission.	0.50	17.50
03/11/05	Patrick Black: Prepare Motion to Consolidate in CC&N extension application and Request for Approval of Hook-up Fee; short conference with J. Shapiro concerning same.	0.50	112.50
03/11/05	Jay Shapiro: Work on motions to consolidate two dockets for CC&N and Hook up fee.	0.20	60.00
03/14/05	Patrick Black: Prepare Motions to Consolidate CC&N extension request and hook-up fee application for filing with ACC.	0.20	45.00
03/22/05	Patrick Black: Discussion with T. Wiley concerning need for appropriate legal description of development and well site.	0.10	22.50
03/28/05	Jay Shapiro: Call with J. Fisher regarding insufficiency finding and issues of concern to ACC Staff, including debt issues; evaluate liability issues, review information in filing and confer with T. Bourassa regarding	0.80	240.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
04/21/05
Page 3

Client: 20496
Matter: 003
Invoice: 487614

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	same; e-mail to client regarding insufficiency, liability and other issues.		
03/29/05	Patrick Black: Discussions with J. Shapiro concerning information provided on balance sheet in application; review e-mails from T. Bourassa concerning same; discussion with T. Wiley regarding need for proper legal description.	0.50	112.50

TOTAL Hours and Fees	6.90	\$1,376.00
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Services Performed By	Hours	Rate	Amount
Patrick Black	3.60	225.00	810.00
Jay Shapiro	1.70	300.00	510.00
Sandra Baker	1.60	35.00	56.00
TOTAL Current Fees			\$1,376.00

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
02/22/05	Arizona Corporation Commission	10.00
02/22/05	Arizona Corporation Commission	35.00
02/23/05	Telephone toll charges	0.05
02/24/05	Telephone toll charges	0.05
02/24/05	Telephone toll charges	0.15
02/24/05	Telephone toll charges	0.05
02/24/05	Telephone toll charges	0.05
02/24/05	Copies	4.10
02/25/05	Telephone toll charges	0.05

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
04/21/05
Page 4

Client: 20496
Matter: 003
Invoice: 487614

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
02/28/05	In-House Color Copies	2.40
02/28/05	Messenger Services	15.00
03/02/05	In-House Doc. Reproduction	4.00
03/02/05	In-House Doc. Reproduction	357.00
03/02/05	In-House Doc. Reproduction	3.40
03/02/05	In-House Doc. Reproduction	22.80
03/02/05	Postage	8.50
03/03/05	In-House Doc. Reproduction	42.40
03/03/05	In-House Doc. Reproduction	0.40
03/03/05	Postage	8.50
03/03/05	In-House Color Copies	9.60
03/14/05	In-House Doc. Reproduction	14.40
03/14/05	Messenger Services/Outside	8.97
03/14/05	Messenger Services/Outside	8.97
	TOTAL Current Charges and Costs	----- \$555.84

Current Balance Due \$1,931.84
=====

FENNEMORE CRAIG

INVOICE

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SUITE 2600
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Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 05/09/05

Invoice: 489152

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
04/01/05	Jay Shapiro: Two calls with J. Fisher regarding insufficiency determination; review letter regarding insufficiency; e-mail to client and developer regarding same and regarding info needed to respond.	0.60	180.00
04/04/05	Jay Shapiro: Calls with RTH, T. Wiley and with T. Bourassa regarding Staff's sufficiency finding, obtaining additional info or opposing, strategy for dealing with financial issues raised by Staff.	0.70	210.00
04/11/05	Jay Shapiro: Review and analyze information form T. Bourassa; incorporate into response to insufficiency letter.	1.00	300.00
04/12/05	Jay Shapiro: Follow up with P. Black, T. Bourassa and T. Wiley on status; review	0.40	120.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
05/09/05
Page 2

Client: 20496
Matter: 003
Invoice: 489152

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	procedural order from ACC.		
04/14/05	Jay Shapiro: Call with T. Wiley regarding status, response to Staff.	0.20	60.00
04/14/05	Patrick Black: Review legal description to discern whether it includes all property in "Expansion Area" as defined in Application for extension of CC&N; prepare Notice of Filing Legal Description and related exhibits and file with ACC; follow up with T. Wiley concerning same.	0.70	157.50
04/19/05	Patrick Black: Conference with T. Wiley concerning water quality reports for Circle City water wells; follow up with M. Jared concerning same; e-mail to M. Jared and T. Wiley outlining water quality information needed for water wells.	0.60	135.00
04/20/05	Jay Shapiro: Continue working on insufficiency letter and e-mails with client regarding same.	0.30	90.00
04/21/05	Jay Shapiro: Update response letter based on information received from client.	0.20	60.00
04/25/05	Jay Shapiro: E-mails to and from counsel from Harvard and client regarding information need for engineers to complete response to insufficiency letter.	0.20	60.00
04/25/05	Patrick Black: Attend to several e-mails concerning developer's request for water quality report; review same and forward to T. Wiley for support of CC&N extension application.	0.50	112.50
TOTAL Hours and Fees		5.40	\$1,485.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
05/09/05
Page 3

Client: 20496
Matter: 003
Invoice: 489152

Services Performed By	Hours	Rate	Amount
Patrick Black	1.80	225.00	405.00
Jay Shapiro	3.60	300.00	1,080.00

TOTAL Current Fees			\$1,485.00

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
04/14/05	In-House Doc. Reproduction	28.20

TOTAL Current Charges and Costs		\$28.20

Current Balance Due \$1,513.20
=====

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 06/09/05
Invoice: 492976

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
05/05/05	Whitney Birk: Find and organize exhibits for insufficiency letter.	0.40	36.00
05/05/05	Jay Shapiro: Work on and finalize response to insufficiency letter; e-mail to client and developer regarding same; call with J. Fisher regarding letter, process going forward.	0.50	150.00
05/05/05	Patrick Black: Review responses to ACC data requests forwarded by T. Wiley and incorporate same into final response, with revisions to cover letter and response; review attachments concerning water tables and location of water wells; review exhibits, include CAP subcontract, to ensure conformity with data request responses; conference with W. Birk about final document.	1.00	225.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
06/09/05
Page 2

Client: 20496
Matter: 003
Invoice: 492976

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
05/06/05	Jay Shapiro: Telephone call with J. Fisher; telephone call with Harvard counsel regarding sufficiency letter.	0.30	90.00
05/09/05	Jay Shapiro: Review sufficiency letter; e-mails with client and developer concerning same.	0.20	60.00
05/11/05	Jay Shapiro: Review procedural order and e-mail clients; call from T. Wiley regarding concerns by home builders over possibility CC&N will be denied and strategy for addressing same.	0.40	120.00
05/16/05	Jay Shapiro: Call from Harvard counsel regarding engineering issues and possible contact to CAWCD; e-mails to and from client and T. Wiley regarding same.	0.30	90.00
05/17/05	Jay Shapiro: Confer with J. Fisher and then Harvard counsel and client regarding change in Staff personnel due to Fisher departure.	0.20	60.00
05/18/05	Jay Shapiro: Call with J. Fisher regarding setting up meeting to discuss filing with new Staff person and preliminary Staff analysis.	0.20	60.00
TOTAL Hours and Fees		3.50	\$891.00

Services Performed By	Hours	Rate	Amount
Patrick Black	1.00	225.00	225.00
Jay Shapiro	2.10	300.00	630.00
Whitney Birk	0.40	90.00	36.00
TOTAL Current Fees			\$891.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
06/09/05
Page 3

Client: 20496
Matter: 003
Invoice: 492976

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
05/05/05	In-House Doc. Reproduction	19.80
05/05/05	In-House Doc. Reproduction	104.40
05/27/05	In-House Doc. Reproduction	1.20

	TOTAL Current Charges and Costs	\$125.40
	Current Balance Due	\$1,016.40
		=====

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 03/03/06

Invoice: 525141

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
02/27/06	Whitney Birk: (Paralegal) Review Board of Supervisors' February meeting agendas for information regarding Franchise Application.	0.20	0.00
TOTAL Hours and Fees		0.20	\$0.00

Services Performed By	Hours	Rate	Amount
Whitney Birk	0.20	N/C	No Charge
TOTAL Current Fees			\$0.00

Current Balance Due \$0.00

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension

Date: 04/13/06
Invoice: 528648

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
03/20/06	Whitney Birk: (Paralegal) Review recent Board of Supervisors meeting agendas for information regarding franchise application; e-mail to B. Hardcastle and J. Shapiro with update regarding same.	0.80	88.00

TOTAL Hours and Fees	0.80	\$88.00
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Services Performed By	Hours	Rate	Amount
Whitney Birk	0.80	110.00	88.00
TOTAL Current Fees			\$88.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
04/13/06
Page 2

Client: 20496
Matter: 003
Invoice: 528648

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
03/20/06	In-House Doc. Reproduction	6.00

	TOTAL Current Charges and Costs	\$6.00

Current Balance Due	\$94.00
	=====

Remaining Advance Balance \$6,251.50

FENNEMORE CRAIG

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LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 05/10/06
Invoice: 531923

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
04/17/06	Jay Shapiro: Several e-mails from and to and discussion with P. Black regarding issues of concern raised by RTH.	0.20	62.00
04/17/06	Whitney Birk: (Paralegal) Check Board of Supervisors' meeting agenda to confirm April 19, 2006 public comment session on Franchise Application.	0.10	11.00
04/17/06	Patrick Black: Attend to e-mails from B. Hardcastle regarding County franchise application and hearing concerning same; follow up with J. Shapiro on B. Hardcastle's request.	0.30	67.50
04/18/06	Patrick Black: Review ACC file in preparation for Maricopa County hearing on franchise application for Circle City Water Company.	1.00	225.00

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
05/10/06
Page 2

Client: 20496
Matter: 003
Invoice: 531923

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
04/19/06	Patrick Black: Travel to and from attend hearing at Maricopa County Supervisors; discussion with B. Colwell concerning current franchise and need for copy of same.	1.10	247.50
04/20/06	Patrick Black: E-mail to B. Hardcastle regarding need to forward transfer document on franchise to B. Colwell at Maricopa County Supervisor's office.	0.10	22.50
04/28/06	Whitney Birk: (Paralegal) Review Decision No. 68246 for deadline regarding filing of Franchise Agreement with Arizona Corporation Commission; e-mail to and from M. Jared regarding same.	0.30	33.00

TOTAL Hours and Fees	3.10	\$668.50
=====	=====	=====

Services Performed By	Hours	Rate	Amount
Patrick Black	2.50	225.00	562.50
Jay Shapiro	0.20	310.00	62.00
Whitney Birk	0.40	110.00	44.00

	TOTAL Current Fees		\$668.50

Current Balance Due	\$668.50
	=====

Remaining Advance Balance \$6,251.50

FENNEMORE CRAIG

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LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
 3003 N. CENTRAL AVENUE
 PHOENIX, ARIZONA 85012-2913
 (602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
 3101 STATE RD
 BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 06/16/06
 Invoice: 536097

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
05/01/06	Whitney Birk: (Paralegal) E-mail to M. Jared regarding filing of new franchise legal.	0.10	11.00
05/02/06	Whitney Birk: (Paralegal) E-mail to and from M. Jared regarding filing of new franchise legal.	0.10	11.00

TOTAL Hours and Fees	0.20	\$22.00
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Services Performed By	Hours	Rate	Amount
Whitney Birk	0.20	110.00	22.00
TOTAL Current Fees			\$22.00
Less Applied Advance			22.00cr

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
06/16/06
Page 2

Client: 20496
Matter: 003
Invoice: 536097

Net Current Fees Due ----- \$0.00

Current Balance Due \$0.00
=====

Remaining Advance Balance \$6,229.50

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension ✓

Date: 07/08/05
Invoice: 496262

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
06/06/05	Whitney Birk: Draft Notice of Public Hearing.	1.20	108.00
06/08/05	Jay Shapiro: Review response to Staff data request; e-mails regarding same.	0.20	60.00
06/08/05	Whitney Birk: Several e-mails with T. Bourassa regarding response to Staff's First Set of DRs; draft response to Staff's First Set of DRs; draft cover letter enclosing Response to Staff's First Set of DRs.	1.40	126.00
06/09/05	Whitney Birk: Finalize data request response and prepare for delivery.	0.70	63.00
06/10/05	Jay Shapiro: Several calls and e-mail regarding setting up meeting with Staff.	0.20	60.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
07/08/05
Page 2

Client: 20496
Matter: 003
Invoice: 496262

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
06/13/05	Jay Shapiro: Conference call with Harvard and Staff representatives to help new team understand filing and answer questions; call with R. Hardcatle regarding same and regarding curtailment tariff and org chart; review org chart; e-mails to and from Staff to follow up on issue discussed.	1.00	300.00
06/13/05	Patrick Black: Attend to e-mail from J. Shapiro regarding CCWCo's acceptance of standard curtailment tariff; discussion with M. Scott at ACC concerning same; e-mail to B. Hardcastle stating that issue will be taken care of in M. Scott's testimony.	0.40	90.00
06/16/05	Whitney Birk: Several e-mails regarding Notice of Publication; several telephone calls with The Wickenburg Sun regarding publication; finalize Notice of Publication and e-mail to The Wickenburg Sun; prepare check request from for cost of publication; letter to The Wickenburg Sun enclosing payment for publication.	1.80	162.00
06/17/05	Whitney Birk: Finalize letter to The Wickenburg Sun enclosing payment for publication.	0.40	36.00
06/22/05	Whitney Birk: Several telephone calls with The Wickenburg Sun regarding Public Notice of Hearing; telephone call to the Arizona Corporation Commission's hearing division regarding Public Notice of Hearing; memorandum regarding mistake in publication.	0.40	36.00
06/27/05	Whitney Birk: Several e-mails regarding Affidavit of Publication and Commission deadlines; review Affidavit of Publication.	0.40	36.00
06/28/05	Whitney Birk: Draft Certification of	1.50	135.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
07/08/05
Page 3

Client: 20496
Matter: 003
Invoice: 496262

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	Publication/Proof of Mailing; finalize and prepare to file.		
06/29/05	Jay Shapiro: Calls with client and Harvard counsel regarding Staff Report; review and analyze Staff Report; lengthy e-mail to client and developer regarding Staff Report, response.	1.60	480.00
06/29/05	Patrick Black: Review and forward Staff report to B. Hardcastle and M. Jared, discussion with T. Wiley concerning same; call to D. Ronald concerning time extension for response to Staff Report based on late filing of report; review e-mail from J. Shapiro outlining response to Staff report.	0.80	180.00
06/30/05	Norman D. James: Participate in conference with J. Shapiro and P. Black to discuss Staff recommendations concerning hook-up fee and use of CIAC, issues relating to financing of project and strategy.	0.30	112.50
06/30/05	Jay Shapiro: Several e-mails and calls regarding Staff Report and response; address issues related to Staff recommendations and extension agreement.	1.00	300.00
06/30/05	Patrick Black: Attend to various e-mails from J. Shapiro concerning Water Facilities Agreement; conference with N. James and J. Shapiro concerning Staff Report and recommendation to cut hook-up fee request by half; instruction to begin Response to Staff Report on need for consumer benefit.	1.20	270.00
06/30/05	Whitney Birk: Look through file to determine whether Line Extension Agreement was submitted to the Arizona Corporation Commission.	0.50	45.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
07/08/05
Page 4

Client: 20496
Matter: 003
Invoice: 496262

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
TOTAL Hours and Fees		15.00	\$2,599.50

Services Performed By	Hours	Rate	Amount
Patrick Black	2.40	225.00	540.00
Norman D. James	0.30	375.00	112.50
Jay Shapiro	4.00	300.00	1,200.00
Whitney Birk	8.30	90.00	747.00
TOTAL Current Fees			\$2,599.50

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
06/06/05	In-House Doc. Reproduction	0.80
06/09/05	In-House Doc. Reproduction	1.60
06/16/05	Telephone toll charges	0.20
06/16/05	Telephone toll charges	0.25
06/17/05	In-House Doc. Reproduction	0.20
06/17/05	Publication costs	35.28
06/22/05	Telephone toll charges	0.05
06/27/05	In-House Doc. Reproduction	1.00
06/28/05	In-House Doc. Reproduction	1.60
06/28/05	In-House Doc. Reproduction	0.20
06/28/05	In-House Doc. Reproduction	29.40
06/28/05	In-House Doc. Reproduction	1.40
TOTAL Current Charges and Costs		\$71.98

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
07/08/05
Page 5

Client: 20496
Matter: 003
Invoice: 496262

Current Balance Due \$2,671.48
=====

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension ✓

Date: 08/12/05
Invoice: 500524

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
07/01/05	Jay Shapiro: Continue discussions of Staff Report with Harvard and prepare lengthy e-mail to Harvard regarding recommended reduction of hook up fee as requested by D. Zuber.	1.30	390.00
07/05/05	Patrick Black: Draft Response to Staff Report and Condition No. 7 regarding requirement to show "positive impact" of extension to existing residents, in context of next rate case; forward to J. Shapiro for review.	2.60	585.00
07/05/05	Jay Shapiro: Call with counsel for Harvard regarding Staff Report and response strategy; work on response.	0.80	240.00
07/06/05	Jay Shapiro: Revise Staff Report; e-mails with Harvard counsel.	0.30	90.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
08/12/05
Page 2

Client: 20496
Matter: 003
Invoice: 500524

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
07/12/05	Jay Shapiro: Review and consider motion to intervene and customer comment letter; e-mails with M. Jared regarding same. .	0.20	60.00
07/13/05	Jay Shapiro: Review motion to intervene by Morristown fire department and e-mails to and from client regarding same.	0.20	60.00
07/14/05	Jay Shapiro: Call from Harvard counsel regarding requests for intervention; call with R. Hardcastle regarding same; leave message for Fire Chief in Morristown.	0.40	120.00
07/15/05	Jay Shapiro: Call with Morristown fire chief and then with counsel for Harvard regarding Morristown Fire's intervention; e mails regarding same.	0.50	150.00
07/18/05	Jay Shapiro: Several e-mails regarding hearing preparations and related issues.	0.60	180.00
07/19/05	Jay Shapiro: Additional e-mails regarding hearing preparations and fire hydrant issue; review supplement to Staff Report regarding engineering issues and e-mails with clients regarding same; review information received from CCWC regarding engineering issues raised in Staff supplemental report; provide instructions to staff regarding hearing preparations.	0.70	210.00
07/20/05	Jay Shapiro: Discussion with R. Hardcastle of possible issues for hearing, financing issues; begin file review in preparation for meeting with clients and develops and then for hearing.	1.50	450.00
07/21/05	Jay Shapiro: Call with T. Wiley regarding hearing prep, financing questions and fire	1.80	540.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
08/12/05
Page 3

Client: 20496
Matter: 003
Invoice: 500524

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	hydrants; continue preparations for hearing.		
07/22/05	Jay Shapiro: Meeting with R. Hardcastle, Harvard representatives and engineers to discuss hearing, strategy; call with Fire Chief from Morristown.	2.00	600.00
07/24/05	Jay Shapiro: Hearing preparations.	1.80	540.00
07/25/05	Jay Shapiro: Finalize hearing preparations; meet with Staff witnesses and Staff lawyer to discuss issues in dispute; meet with RTH and Harvard representatives regarding same; represent Circle City at hearing on CC&N extension request.	5.20	1,560.00
07/26/05	Jay Shapiro: E-mails to and from developers regarding timing.	0.20	60.00
07/27/05	Jay Shapiro: Discuss hearing, issues, post hearing filings etc. with T. Wiley.	0.30	90.00
07/28/05	Jay Shapiro: Review article in Wickenburg newspaper; e-mails to and from client and developers regarding same.	0.20	60.00
07/29/05	Jay Shapiro: Call with Harvard counsel regarding hearing and status.	0.20	60.00
	TOTAL Hours and Fees	20.80	\$6,045.00

Services Performed By	Hours	Rate	Amount
Patrick Black	2.60	225.00	585.00
Jay Shapiro	18.20	300.00	5,460.00
	TOTAL Current Fees		\$6,045.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
08/12/05
Page 4

Client: 20496
Matter: 003
Invoice: 500524

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
07/06/05	In-House Doc. Reproduction	15.60
07/14/05	Telephone toll charges	0.05
07/14/05	Telephone toll charges	0.25
07/20/05	In-House Doc. Reproduction	44.80
07/22/05	In-House Doc. Reproduction	2.00
07/25/05	In-House Doc. Reproduction	4.40
07/25/05	In-House Doc. Reproduction	14.00

	TOTAL Current Charges and Costs	\$81.10

Current Balance Due \$6,126.10
=====

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 09/13/05
Invoice: 503695

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
08/01/05	Jay Shapiro: E-mails to and from RTH and T. Wiley concerning preparations for late filed exhibit; review preliminary info received regarding same.	0.30	90.00
08/02/05	Jay Shapiro: Call with T. Wiley regarding engineering issues, late filing and Harvard position on issues in dispute; e-mails with RTH regarding same.	0.40	120.00
08/03/05	Jay Shapiro: E-mails to and from RTH regarding Harvard position on fire flow and interconnection issues and e-mail to T. Wiley regarding same; review and analyze revised report on interconnection from Harvard.	0.60	180.00
08/04/05	Jay Shapiro: Review report on service interruptions; prepare notice of late filing.	0.50	150.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
09/13/05
Page 2

Client: 20496
Matter: 003
Invoice: 503695

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
08/05/05	Patrick Black: Attend to e-mails from B. Hardcastle concerning service interruptions caused by Arizona Public Service provision of electricity; review report concerning outages; e-mail to B. Hardcastle providing advice on moving forward with resolving APS service issues in context of CC&N extension proceeding.	0.50	112.50
08/08/05	Jay Shapiro: Finalize filing of late filed exhibits; e-mails to and from client regarding status of APS remedial effects on service interruption issues.	0.30	90.00
08/08/05	Patrick Black: Review and revise draft letter to APS concerning low voltage support that causes interruptions in water service to CCWCoLLC customers; attend to e-mails concerning same.	0.30	67.50
08/15/05	Jay Shapiro: Obtain, review and forward Staff response to late filed exhibits.	0.20	60.00

TOTAL Hours and Fees 3.10 \$870.00

Services Performed By	Hours	Rate	Amount
Patrick Black	0.80	225.00	180.00
Jay Shapiro	2.30	300.00	690.00
TOTAL Current Fees			\$870.00

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
08/08/05	In-House Doc. Reproduction	234.20

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
09/13/05
Page 3

Client: 20496
Matter: 003
Invoice: 503695

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
08/08/05	In-House Color Copies	5.76
	TOTAL Current Charges and Costs	----- \$239.96
	Current Balance Due	\$1,109.96 =====

Remaining Advance Balance \$6,251.50

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 11/11/05
Invoice: 511726

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
10/05/05	Jay Shapiro: Review and analyze recommended opinion and order, consider need for exceptions and discuss same with R. Hardcastle and T. Wiley; several e-mails with C. Cacheris and D. Zuber regarding recommended opinion and order.	1.20	360.00
10/06/05	Jay Shapiro: Further discuss Recommended Order and possible exceptions with T. Wiley and client.	0.40	120.00
10/10/05	Jay Shapiro: Review Staff exceptions to ROO and e-mails to and from R. Hardcastle and Harvard regarding same; review order regarding incomplete exhibits from ALJ.	0.30	90.00
10/17/05	Jay Shapiro: Prepare for open meeting; discuss same with Harvard counsel.	1.50	450.00

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
11/11/05
Page 2

Client: 20496
Matter: 003
Invoice: 511726

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
10/18/05	Jay Shapiro: Represent client at Commission Open Meeting.	3.50	1,050.00
10/19/05	Jay Shapiro: Represent client at Open Meeting; e-mails and calls with client and Harvard reps regarding same.	3.20	960.00

TOTAL Hours and Fees	10.10	\$3,030.00
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Services Performed By	Hours	Rate	Amount
Jay Shapiro	10.10	300.00	3,030.00
TOTAL Current Fees			\$3,030.00

Current Balance Due	\$3,030.00
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Remaining Advance Balance \$6,251.50

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 01/18/06

Invoice: 519137

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
12/01/05	Whitney Birk: (Paralegal) Review Decision No. 68246; discuss compliance items with J. Shapiro and P. Black.	0.80	72.00
12/01/05	Patrick Black: Review regulatory compliance items per B. Hardcastle e-mail; review decision and meet with W. Birk to provide instructions on how to finalize compliance matters; follow up with J. Shapiro concerning same.	0.70	157.50
12/01/05	Jay Shapiro: Emails to and form client regarding compliance with recent order; direction to W. Birk regarding same.	0.20	60.00
12/02/05	Sandra Baker: (Document Clerk) Compare Tariff Schedule documents- editing as needed.	0.50	17.50

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
01/18/06
Page 2

Client: 20496
Matter: 003
Invoice: 519137

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
12/02/05	Whitney Birk: (Paralegal) E-mail to B. Hardcastle regarding compliance items; several e-mails with B. Hardcastle and M. Jared regarding curtailment plan tariff; determine correct tariff models to use for filing; draft curtailment plan tariff and hook-up fee tariff; revise same.	4.00	360.00
12/02/05	Jay Shapiro: Review order, Staff Report and hook up fee tariff to determine applicability of fee to entire CC&N; e-mail to R. Hardcastle concerning same.	0.50	150.00
12/05/05	Sandra Baker: (Document Clerk) Prepare document for filing with the Arizona Corporation Commission.	0.40	14.00
12/05/05	Whitney Birk: (Paralegal) Revise Curtailment Plan Tariff; revise Off-Site Hook-Up Fee Tariff; reformat same; draft Notice of Filing; prepare for filing with Arizona Corporation Commission; distribution e-mail.	2.80	252.00
12/05/05	Patrick Black: Review Offsite Facilities Hook-up Fee Tariff and Curtailment Tariff for accuracy; review Notice of Filing same; follow up with W. Birk concerning same.	0.40	90.00
12/05/05	Jay Shapiro: E mails and calls with RTH regarding timing of hook up fee in relation to ongoing extension agreements and review order regarding same.	0.40	120.00
12/07/05	Whitney Birk: (Paralegal) Research Maricopa County website for information regarding franchise agreements.	0.50	45.00
12/14/05	Whitney Birk: (Paralegal) E-mail to P. Black regarding Franchise Agreement Application; revise same.	0.40	36.00

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
01/18/06
Page 3

Client: 20496
Matter: 003
Invoice: 519137

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
12/14/05	Patrick Black: Work with W. Birk on getting Franchise Application filed with Maricopa County Board of Supervisors; review completed application concerning same.	0.30	67.50
12/15/05	Whitney Birk: (Paralegal) Several e-mails with B. Hardcastle regarding revised Franchise Agreement and Application; review same.	0.50	45.00
12/22/05	Jay Shapiro: Call with T. Wiley regarding groundwater issues and rights related to Circle City and requests for info from Maricopa County regarding Lake Pleasant development.	0.30	90.00

TOTAL Hours and Fees	12.70	\$1,576.50
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Services Performed By	Hours	Rate	Amount
Patrick Black	1.40	225.00	315.00
Jay Shapiro	1.40	300.00	420.00
Whitney Birk	9.00	90.00	810.00
Sandra Baker	0.90	35.00	31.50

TOTAL Current Fees	\$1,576.50
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DATE	CHARGES AND COSTS ADVANCED	AMOUNT
12/01/05	In-House Doc. Reproduction	3.60
12/02/05	In-House Doc. Reproduction	8.40
12/05/05	In-House Doc. Reproduction	51.00
12/05/05	Postage	1.66
12/08/05	In-House Doc. Reproduction	29.40

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
01/18/06
Page 4

Client: 20496
Matter: 003
Invoice: 519137

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
12/08/05	Postage	1.20
	TOTAL Current Charges and Costs	----- \$95.26
	Current Balance Due	\$1,671.76 =====
Remaining Advance Balance \$6,251.50		

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 02/09/06
Invoice: 521451

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
01/03/06	Whitney Birk: (Paralegal) Revisions to franchise application; finalize same; telephone call to Clerk of the Board to request information regarding time frame for approval.	1.00	110.00
01/03/06	Patrick Black: Review franchise application for Maricopa County; follow up with W. Birk concerning same.	0.30	67.50
01/16/06	Jay Shapiro: E-mails to and from R. Hardcastle regarding hook up fees; direction to P. Black to confirm answers provided.	0.20	62.00
01/16/06	Patrick Black: Attend to e-mails from J. Shapiro concerning hook-up fee tariff; review tariff to determine if individual can be charged HUF for individual service	0.90	202.50

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
02/09/06
Page 2

Client: 20496
Matter: 003
Invoice: 521451

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	connection; e-mail to J. Shapiro with detailed answer concerning same.		

TOTAL Hours and Fees	2.40	\$442.00
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Services Performed By	Hours	Rate	Amount
Patrick Black	1.20	225.00	270.00
Jay Shapiro	0.20	310.00	62.00
Whitney Birk	1.00	110.00	110.00
TOTAL Current Fees			\$442.00

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
01/03/06	In-House Doc. Reproduction	0.80
01/03/06	In-House Doc. Reproduction	4.80
01/03/06	Postage	4.65
TOTAL Current Charges and Costs		\$10.25

Current Balance Due	\$452.25
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Remaining Advance Balance \$6,251.50

FENNEMORE CRAIG

INVOICE

LAW OFFICES
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SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 07/14/06
Invoice: 538380

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
06/08/06	Patrick Black: Attend to e-mail from W. Birk regarding invoice from Maricopa County for legal notice; call to Maricopa County requesting full legal of franchise for filing with ACC as compliance item in CC&N extension decision; follow up with W. Birk regarding same.	0.30	67.50
06/08/06	Whitney Birk: (Paralegal) Confirm deadline to file new legal franchise; e-mail to P. Black regarding same.	0.30	33.00
06/23/06	Whitney Birk: (Paralegal) Follow-up with M. Jared regarding payment for publication regarding franchise.	0.10	11.00
06/26/06	Whitney Birk: (Paralegal) Follow-up with M. Jared regarding payment for publication and	0.10	11.00

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
07/14/06
Page 2

Client: 20496
Matter: 003
Invoice: 538380

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	filing new legal franchise with Arizona Corporation Commission.		
06/27/06	Whitney Birk: (Paralegal) E-mail to and from Lori Pacini with Maricopa County Board of Supervisors regarding payment for publication and documentation for approval of legal franchise; follow-up with P. Black regarding same.	0.30	33.00
06/28/06	Whitney Birk: (Paralegal) E-mail to and from L. Pacini regarding mailing of clerk's certification and resolution.	0.10	11.00

TOTAL Hours and Fees	1.20	\$166.50
	=====	=====

Services Performed By	Hours	Rate	Amount
Patrick Black	0.30	225.00	67.50
Whitney Birk	0.90	110.00	99.00

	TOTAL Current Fees		\$166.50
	Less Applied Advance		166.50cr

	Net Current Fees Due		\$0.00
	Current Balance Due		\$0.00
			=====

Remaining Advance Balance \$4,633.60

FENNEMORE CRAIG

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SUITE 2600
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(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 08/11/06
Invoice: 542082

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
07/10/06	Patrick Black: Attend to compliance issue regarding filing of Curtailment tariff; attend to e-mails concerning same; follow up with W. Birk concerning same.	0.30	67.50
07/10/06	Whitney Birk: (Paralegal) E-mail regarding delinquency notice; determine dates of filing curtailment plan tariff; follow-up with P. Black.	0.30	33.00
07/11/06	Whitney Birk: (Paralegal) Several attempts to contact B. Bozzo regarding delinquency notice.	0.30	33.00
07/12/06	Whitney Birk: (Paralegal) Telephone call with B. Bozzo regarding delinquency notice; e-mail to R. Hardcastle to request copy of delinquency notice; forward notice to B.	0.60	66.00

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
08/11/06
Page 2

Client: 20496
Matter: 003
Invoice: 542082

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	Bozzo.		
07/14/06	Whitney Birk: (Paralegal) Several attempts to follow-up with B. Bozzo regarding correcting delinquency notice.	0.30	33.00
07/17/06	Whitney Birk: (Paralegal) Telephone call from Mr. Bozzo at Arizona Corporation Commission to confirm receipt of delinquency report.	0.10	11.00
07/25/06	Whitney Birk: (Paralegal) Check status of docket; e-mail to and from M. Jared regarding (franchise agreement) compliance filing pursuant to Decision No. 68246.	0.20	22.00

TOTAL Hours and Fees	2.10	\$265.50
=====	=====	=====

Services Performed By	Hours	Rate	Amount
Patrick Black	0.30	225.00	67.50
Whitney Birk	1.80	110.00	198.00

	TOTAL Current Fees		\$265.50
	Less Applied Advance		265.50cr
	Net Current Fees Due		\$0.00

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
07/12/06	Telecopier	2.25

	TOTAL Current Charges and Costs	\$2.25
	Less Applied Advance	\$2.25cr
	Net Current Charges and Costs Due	\$0.00

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
08/11/06
Page 3

Client: 20496
Matter: 003
Invoice: 542082

Current Balance Due \$0.00
=====

Remaining Advance Balance \$3,536.00

FENNEMORE CRAIG

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Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 10/04/06
Invoice: 548022

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
09/18/06	Whitney Birk: (Paralegal) Check status of docket; review Decision No. 68246 for compliance due dates.	0.20	0.00

TOTAL Hours and Fees	0.20	\$0.00
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Services Performed By	Hours	Rate	Amount
Whitney Birk	0.20	N/C	No Charge
TOTAL Current Fees			\$0.00

Current Balance Due	\$0.00
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FENNEMORE CRAIG

INVOICE

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SUITE 2600
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PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 11/13/06
Invoice: 551344

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
10/05/06	Patrick Black: Attend to e-mail from B. Hardcastle concerning compliance matters for Circle City Water Co.; follow up with W. Birk concerning same and request to file Notice of Compliance; review same and provide for filing.	0.40	90.00
10/05/06	Whitney Birk: (Paralegal) E-mail from P. Black regarding outstanding compliance issue; review compliance notice regarding franchise agreement; check status of docket; voice mail message for and from M. Jared regarding deadline to file franchise agreement; review franchise documents sent by M. Jared; several follow-up e-mails with M. Jared regarding same; review second set of franchise documents from M. Jared; follow-up with P. Black regarding same.	1.10	121.00

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
11/13/06
Page 2

Client: 20496
Matter: 003
Invoice: 551344

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
10/06/06	Whitney Birk: (Paralegal) Draft Notice of Compliance; follow-up with M. Jared regarding same.	0.80	88.00
10/13/06	Whitney Birk: (Paralegal) Several e-mails regarding filing dates of various compliance items including hook-up fee tariff and legal franchise; provide J. Shapiro with information regarding same.	0.40	44.00

TOTAL Hours and Fees	2.70	\$343.00
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Services Performed By	Hours	Rate	Amount
Patrick Black	0.40	225.00	90.00
Whitney Birk	2.30	110.00	253.00

TOTAL Current Fees	\$343.00
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Less Applied Advance	343.00cr
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Net Current Fees Due	\$0.00
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DATE	CHARGES AND COSTS ADVANCED	AMOUNT
10/05/06	Telephone toll charges	0.05
10/06/06	In-House Doc. Reproduction	0.20
10/06/06	In-House Doc. Reproduction	45.00

TOTAL Current Charges and Costs	\$45.25
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Less Applied Advance	\$45.25cr
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Net Current Charges and Costs Due	\$0.00
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FENNEMORE CRAIG

CIRCLE CITY WATER CO
11/13/06
Page 3

Client: 20496
Matter: 003
Invoice: 551344

Current Balance Due \$0.00
=====

Remaining Advance Balance \$491.35

FENNEMORE CRAIG

INVOICE

LAW OFFICES
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SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension ✓

Date: 02/15/07
Invoice: 560992

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
01/15/07	Jay Shapiro: Review email from R. Hardcastle regarding compliance with extension order and status of Harvard's development; review and consider order and provide analysis to R. Hardcastle.	0.40	140.00

TOTAL Hours and Fees	0.40	\$140.00
=====		

Services Performed By	Hours	Rate	Amount
Jay Shapiro	0.40	350.00	140.00
TOTAL Current Fees			\$140.00

Current Balance Due	\$140.00
=====	

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension ✓

Date: 06/12/07
Invoice: 573526

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
05/09/07	Jay Shapiro: Call with RTH regarding Harvard action to develop, options for service or deletion.	0.30	105.00
05/21/07	Jay Shapiro: Call with RTH regarding strategy for addressing Harvard plans to develop small portion of development in CC&N extension area.	0.50	175.00

TOTAL Hours and Fees	0.80	\$280.00
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Services Performed By	Hours	Rate	Amount
Jay Shapiro	0.80	350.00	280.00
TOTAL Current Fees			\$280.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
06/12/07
Page 2

Client: 20496
Matter: 003
Invoice: 573526

Current Balance Due \$280.00
=====

FENNEMORE CRAIG

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PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 07/10/07
Invoice: 576723

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
06/11/07	Jay Shapiro: Emails with RTH regarding issues related to extension of service to Harvard property.	0.20	70.00

TOTAL Hours and Fees	0.20	\$70.00
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Services Performed By	Hours	Rate	Amount
Jay Shapiro	0.20	350.00	70.00
TOTAL Current Fees			\$70.00

Current Balance Due	\$70.00
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FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension ✓

Date: 08/17/07
Invoice: 581472

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
07/03/07	Jay Shapiro: Emails with client regarding developer requests regarding CAGRD.	0.20	70.00
07/03/07	Norman D. James: Review and prepare extended e-mail communication to B. Hardcastle responding to his questions about the CAGRD and Harvard project.	0.50	212.50
07/04/07	Jay Shapiro: Additional emails with RTH regarding developer request for execution of notice of intent regarding CAGRD.	0.20	70.00
07/05/07	Jay Shapiro: Further analysis to ensure CAP water not tied up to serve Harvard development and several emails with RTH regarding same.	0.30	105.00
07/06/07	Jay Shapiro: Review documents from ADWR and	0.50	175.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
08/17/07
Page 2

Client: 20496
Matter: 003
Invoice: 581472

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	CAGRD; several emails with RTH regarding same.		
07/06/07	Norman D. James: Review and respond to additional questions concerning CAGRD and Harvard project.	0.30	127.50
07/08/07	Jay Shapiro: Several emails with RTH regarding additional concerns and strategies in transaction with Harvard, water use issues and Harvard's attempt to require resolution and joining of CAGRD.	0.60	210.00
07/09/07	Jay Shapiro: Review main extension agreement between Harvard and Circle City and several emails and call with RTH regarding strategy and transaction and possible regulatory actions.	0.70	245.00
07/10/07	Jay Shapiro: Review and analyze ACC CCN extension order and consider regulatory issues and remedies; discuss same with RTH and work on development of strategy for addressing client concerns over extension of service and use of resources.	0.70	245.00
07/11/07	Jay Shapiro: Emails with RTH regarding efforts to remove Lake Pleasant 5000 from CCN.	0.20	70.00
07/12/07	Jay Shapiro: Revise letter to Harvard regarding deletion and modification of order.	0.30	105.00
07/19/07	Jay Shapiro: Call with M. Grant, counsel for Harvard, regarding letter; review Harvard letter to RTH; emails with RTH regarding same.	1.00	350.00
07/20/07	Jay Shapiro: Review and analyze record before	0.60	210.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
08/17/07
Page 3

Client: 20496
Matter: 003
Invoice: 581472

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT	
	ACC and other correspondence and discovery with Staff in connection with Harvard claims regarding Phase 1 and status of Lake Pleasant 5000 development; email to RTH regarding same and regarding recommended strategy and need for ACC filings.			
07/23/07	Jay Shapiro: Call with RTH regarding status and strategy following letter from Harvard and call with Harvard's attorney.	0.40	140.00	
07/26/07	Jay Shapiro: Email from RTH regarding LXA and Warrick development area; review documents and email to RTH with analysis.	0.50	175.00	
07/27/07	Jay Shapiro: Brief call regarding further analysis of Warrick portion of development and regulatory imp[acts].	0.20	70.00	
	TOTAL Hours and Fees	7.20	\$2,580.00	
		=====	=====	
	Services Performed By	Hours	Rate	Amount
	Norman D. James	0.80	425.00	340.00
	Jay Shapiro	6.40	350.00	2,240.00

		TOTAL Current Fees		\$2,580.00
		Current Balance Due		\$2,580.00
				=====

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension ✓

Date: 09/12/07
Invoice: 583982

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
08/02/07	Jay Shapiro: Emails from and to counsel for Harvard regarding status and response to Harvard inquiries.	0.20	70.00
08/07/07	Jay Shapiro: Emails with RTH regarding CAGRD matters and request from Harvard.	0.20	70.00
TOTAL Hours and Fees		0.40	\$140.00

Services Performed By	Hours	Rate	Amount
Jay Shapiro	0.40	350.00	140.00
TOTAL Current Fees			\$140.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
09/12/07
Page 2

Client: 20496
Matter: 003
Invoice: 583982

Current Balance Due \$140.00
=====

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 10/11/07
Invoice: 587988

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
09/18/07	Jay Shapiro: Emails with RTH regarding status and call to Harvard counsel regarding approaching compliance deadline.	0.30	105.00
09/21/07	Jay Shapiro: Call from M. Grant regarding compliance filing deadlines and need for information.	0.20	70.00
09/24/07	Jay Shapiro: Emails with M. Grant regarding status and need for ACC extension of deadline regarding DWR approval.	0.20	70.00
09/25/07	Jay Shapiro: Additional emails with M. Grant regarding extension and direction to P. Black to prepare request for extension.	0.20	70.00
09/25/07	Patrick Black: Attend to emails from J. Shapiro and M. Grant concerning the extension	0.30	75.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
10/11/07
Page 2

Client: 20496
Matter: 003
Invoice: 587988

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	of time to comply with ACC decision granting CC&N; review same for status of approvals for Certificate of Assured Water Supply and Approval to Construct.		
09/26/07	Patrick Black: Attend and respond to e-mails concerning need to file Motion to Extend Time to Comply with Order.	0.20	50.00
09/27/07	Patrick Black: Review e-mails and other correspondence concerning status of Certificate of Assured Water Supply and Approval to Construct certificates; follow up with A. Stewart concerning same; draft Motion to Extend Time to Comply with ACC Order; forward to M. Grant for review; follow up with M. Grant concerning same.	1.00	250.00
09/28/07	Jay Shapiro: Discuss compliance deadline and possible filing to extend with RTH and P. Black.	0.20	70.00
09/28/07	Patrick Black: Attend and respond to e-mails from M. Grant concerning Motion to Extend Time to Comply with ACC Order; revise Motion and forward to B. Hardcastle for review and approval; e-mails to and from B. Hardcastle directing us to hold filing; follow up with M. Grant and J. Shapiro regarding same.	0.60	150.00
TOTAL Hours and Fees		3.20	\$910.00

Services Performed By	Hours	Rate	Amount
Patrick Black	2.10	250.00	525.00
Jay Shapiro	1.10	350.00	385.00
TOTAL Current Fees			\$910.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
10/11/07
Page 3

Client: 20496
Matter: 003
Invoice: 587988

Current Balance Due \$910.00
=====

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 11/09/07
Invoice: 591063

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
10/01/07	Jay Shapiro: Email from and call with M. Grant regarding status and request for extension.	0.20	70.00
10/03/07	Jay Shapiro: Call from M. Grant regarding status; emails with RTH regarding same.	0.20	70.00
10/08/07	Jay Shapiro: Several emails/calls with Harvard counsel and with RTH regarding request for extension.	0.40	140.00
10/09/07	Jay Shapiro: Additional emails regarding motion to extend deadline for compliance.	0.20	70.00
10/10/07	Patrick Black: Conference with B. Hardcastle and J. Shapiro concerning Harvard request for extension of time to comply with CC&N extension conditions; several e-mails to J.	1.30	325.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
11/09/07
Page 2

Client: 20496
Matter: 003
Invoice: 591063

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	Shapiro and B. Dodds concerning same; review draft Motion to Extend and draft letter to M. Grant requesting information on status of Phase 1 of Lake Pleasant 5000 development.		
10/10/07	Jay Shapiro: Call with RTH regarding position on extension and letter to Harvard; call with M. Grant regarding same.	0.40	140.00
10/11/07	Patrick Black: Attend to several e-mails concerning request for information from Harvard; finalize letter and forward to J. Shapiro and B. Hardcastle for review and approval.	1.40	350.00
10/11/07	Jay Shapiro: Email from M. Grant and then with RTH regarding same; review and minor revisions to letter and discuss same with RTH via email; call with C. Krumweide, then M. Grant, then RTH regarding developer position and possible actions.	0.80	280.00
10/16/07	Patrick Black: Review letter from M. Grant in response to request for information from CCWC on status of Warrick 160 development; forward same to B. Hardcastle to review and comment; follow up with J. Shapiro concerning same.	0.30	75.00
10/17/07	Patrick Black: Attend and respond to e-mails concerning letter from M. Grant; attend to voicemail from M. Grant concerning same; follow up call to M. Grant; attend to e-mails concerning Decision and treatment of CAP water in same.	0.50	125.00
10/17/07	Jay Shapiro: Several emails with RTH regarding Grant response letter and filing for extension.	0.30	105.00
10/18/07	Patrick Black: Review Decision No. 68246	1.60	400.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
11/09/07
Page 3

Client: 20496
Matter: 003
Invoice: 591063

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	concerning use of CAP water; e-mail to B. Hardcastle concerning results of review; attend to several e-mails concerning same; review and revise letter to M. Grant responding to request for Motion of Extension; attend and respond to several e-mails concerning same; finalize edits of J. Shapiro.		
10/18/07	Jay Shapiro: Several emails with RTH regarding letter to Harvard and motion to extend; review and revise letter and provide direction regarding finalizing and sending same.	1.00	350.00
10/19/07	Patrick Black: Attend and respond to emails concerning Motion for Extension of Time to Comply with ACC Decision to extend CC&N; follow up with M. San Jose concerning same.	0.60	150.00
10/19/07	Jay Shapiro: Emails with M. Grant regarding motion to extend; review revised motion from Grant and instruct P. Black on filing of same.	0.40	140.00
10/22/07	Patrick Black: Redraft Motion to Extend Time for Compliance with ACC Order; forward to B. Hardcastle and J. Shapiro for review of same; call to M. Grant concerning filing.	0.70	175.00
10/24/07	Patrick Black: Review Agreement and Notice of Intent to Serve requested of Harvard; conference with M. Grant concerning Motion to Extend Time and ACC procedure for approving same, specifically at Commissioner level.	0.60	150.00
10/25/07	Patrick Black: Attend to e-mails from B. Hardcastle concerning map of parcels subject to draft Agreement; conference with M. Grant concerning same; review map and forward to B.	0.50	125.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
11/09/07
Page 4

Client: 20496
Matter: 003
Invoice: 591063

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	Hardcastle per request.		
10/26/07	Patrick Black: Review Agreement concerning CAGRD and send e-mail to B. Hardcastle about requirements of agreement, and potential for tax as Member lands; call to M. Grant concerning same; discussion with M. Grant about revised map parcel and forward same to B. Hardcastle; conference with A. Stewart concerning tax implications of enrolling member lands into CAGRD; follow up with B. Hardcastle concerning same.	0.80	200.00
10/29/07	Patrick Black: Attend and respond to e-mails concerning map and lack of parcel identification in map to CAGRD agreement; follow up with M. Grant concerning same.	0.50	125.00
10/30/07	Patrick Black: Attend and respond to several e-mails from B. Hardcastle regarding Harvard request for status of review of engineering plans; e-mail to M. Grant concerning lack of response to request for information; conference with B. Bozzo at ACC regarding need for developer reiteration of need for service; e-mails to B. Hardcastle and M. Grant concerning same.	0.70	175.00
10/30/07	Jay Shapiro: Several emails from M. Grant, and with P. Black and RTH regarding issues, delay claims and Staff request for supporting letter.	0.20	70.00

TOTAL Hours and Fees	13.60	\$3,810.00
=====	=====	=====

Services Performed By	Hours	Rate	Amount
Patrick Black	9.50	250.00	2,375.00
Jay Shapiro	4.10	350.00	1,435.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
11/09/07
Page 5

Client: 20496
Matter: 003
Invoice: 591063

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
	TOTAL Current Fees	----- \$3,810.00
10/12/07	Postage	0.80
10/18/07	In-House Doc. Reproduction	1.60
10/18/07	Postage	0.97
10/22/07	In-House Doc. Reproduction	11.80
	TOTAL Current Charges and Costs	----- \$15.17
	Current Balance Due	\$3,825.17 =====

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 12/12/07
Invoice: 595256

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
11/02/07	Patrick Black: Review letter from Harvard Investments to ACC Commissioners in support of Motion to Extend Time for Compliance; forward same to B. Hardcastle with comments.	0.20	50.00
11/06/07	Jay Shapiro: Review Grant letter on approval of plans and related issues.	0.20	70.00
11/06/07	Patrick Black: Review letter from M. Grant in response to questions posed in October 16 letter and forward to B. Hardcastle.	0.20	50.00
11/12/07	Patrick Black: Review Water Line Easement and relevant maps, including on-site design for Warrick 160 property; e-mail to J. Shapiro and B. Hardcastle concerning same.	0.80	200.00
11/13/07	Patrick Black: Attend and respond to e-mails	0.30	75.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
12/12/07
Page 2

Client: 20496
Matter: 003
Invoice: 595256

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	concerning water line easement for extension of service to Warrick 160 parcel; follow up with B. Hardcastle concerning same.		
11/16/07	Patrick Black: Attend and respond to several e-mails concerning water line easement and map.	0.40	100.00
11/20/07	Patrick Black: Draft letter to M. Grant concerning lack of response to J. Shapiro's most recent letter on Harvard's engineering plans and easement documents; attend and respond to several e-mails concerning same.	0.70	175.00
11/29/07	Patrick Black: Attend and respond to e-mail from M. Grant concerning signature requirement on CAGRD contract; forward e-mail to B. Hardcastle for review and comment.	0.20	50.00
11/30/07	Patrick Black: Conference with B. Hardcastle concerning request by Harvard for signature on CAGRD contract; forward parcel map to B. Hardcastle and discuss same; e-mail to M. Grant stating that contract will be signed and sent today, message to M. Grant concerning need for Harvard to determine whether Motion to Extend Time was ever granted by the ACC; responsive e-mail to B. Hardcastle concerning same.	0.50	125.00

TOTAL Hours and Fees	3.50	\$895.00
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Services Performed By	Hours	Rate	Amount
Patrick Black	3.30	250.00	825.00
Jay Shapiro	0.20	350.00	70.00
TOTAL Current Fees			\$895.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
12/12/07
Page 3

Client: 20496
Matter: 003
Invoice: 595256

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
10/22/07	Messenger Services	11.75
11/20/07	In-House Doc. Reproduction	1.20

	TOTAL Current Charges and Costs	\$12.95
	Current Balance Due	\$907.95
		=====

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE ✓

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension ✓

Date: 01/14/08
Invoice: 599236

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
12/06/07	Patrick Black: Attend and respond to e-mails from M. Grant concerning CAGRD application; forward same to B. Hardcastle; call from B. Bozzo at ACC concerning Motion to Extend; e-mail to M. Grant concerning same.	0.40	100.00
12/11/07	Patrick Black: Review procedural order on matter related to Motion for Extension of Time to Comply with Order, and forward same to B. Hardcastle.	0.20	50.00
12/11/07	Patrick Black: Attend and respond to e-mail from M. Grant concerning signed CAGRD original application.	0.10	25.00
12/11/07	Jay Shapiro: Receipt and review of procedural order; emails with client and with counsel for Harvard regarding same.	0.20	70.00

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
01/14/08
Page 2

Client: 20496
Matter: 003
Invoice: 599236

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
12/13/07	Patrick Black: Review Procedural Order concerning Motion to Extend Time for Compliance; forward same to B. Hardcastle.	0.10	25.00
12/17/07	Patrick Black: Attend and respond to e-mail concerning signing of original CAGRD documents.	0.10	25.00
12/17/07	Jay Shapiro: Review Staff report and emails with RTH and counsel for developer regarding same.	0.20	70.00

TOTAL Hours and Fees	1.30	\$365.00
=====		

Services Performed By	Hours	Rate	Amount
Patrick Black	0.90	250.00	225.00
Jay Shapiro	0.40	350.00	140.00

TOTAL Current Fees	\$365.00

Current Balance Due	\$365.00
=====	

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 02/15/08
Invoice: 603287

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
01/02/08	Patrick Black: Review correspondence from B. Hardcastle and attachment to same; response with analysis.	0.40	114.00
01/03/08	Jay Shapiro: Receipt, review and distribution of order extending compliance deadlines.	0.20	75.00
01/03/08	Patrick Black: Attend and respond to e-mails concerning Harvard request for information regarding extension of service to other property owners; draft letter response to C. Cacheris and forward same to R. Hardcastle for review and approval; review procedural order extending time for compliance and forward to R. Hardcastle and M. Grant.	1.50	427.50
TOTAL Hours and Fees		2.10	\$616.50

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
02/15/08
Page 2

Client: 20496
Matter: 003
Invoice: 603287

Services Performed By	Hours	Rate	Amount
Patrick Black	1.90	285.00	541.50
Jay Shapiro	0.20	375.00	75.00

TOTAL Current Fees			\$616.50
Current Balance Due			\$616.50
			=====

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 07/10/08
Invoice: 621332

For Professional Services Rendered and Charges and Costs Advanced

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
06/03/08	Jay Shapiro: Review letter from developer and emails from and to RTH regarding same and regarding water supply, compliance filings and need for more detail on engineering review.	0.50	187.50
06/06/08	Jay Shapiro: Review response letter form C. Cacheris and emails with RTH regarding same.	0.20	75.00
06/10/08	Whitney Birk: (Paralegal) Review Decision No. 68246 and docket for all filings relating to requirement to file CAWS; draft Notice of Compliance with Decision No. 68246.	0.70	87.50
06/10/08	Jay Shapiro: Emails and extended call with RTH regarding his concerns, ACC compliance and related issues; review ACC order and letter form Harvard and consider "compliance"	1.20	450.00

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
07/10/08
Page 2

Client: 20496
Matter: 003
Invoice: 621332

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	question; call with D. Belknap from Harvard regarding same.		
06/12/08	Jay Shapiro: Call with M. Grant regarding ATC and ACC compliance; call with RTH regarding same; finalize filing regarding CAWS compliance.	0.60	225.00
06/12/08	Whitney Birk: (Paralegal) E-mail to and from J. Shapiro regarding (CAWS) compliance filing; review file for January 2, 2008 Procedural Order postponing deadline to file CAWS and forward to J. Shapiro.	0.30	37.50
06/16/08	Jay Shapiro: Emails from and to M. Grant regarding status and filing of ATC and emails with RTH regarding same.	0.30	112.50
06/17/08	Whitney Birk: (Paralegal) Finalize CAWS compliance filing for signature.	0.10	12.50
06/18/08	Whitney Birk: (Paralegal) Forward to R. Hardcastle Notice of Compliance (CAWS certificate) pursuant to Decision No. 68246.	0.10	12.50
06/25/08	Jay Shapiro: Emails from/to Harvard counsel regarding filing of ATC and emails with RTH regarding same; direct W. Birk on preliminary preparations for filing.	0.50	187.50
06/26/08	Jay Shapiro: Several emails and calls with client and counsel for developer regarding filing of ATC; prepare filing.	1.00	375.00
	TOTAL Hours and Fees	5.50	\$1,762.50

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
07/10/08
Page 3

Client: 20496
Matter: 003
Invoice: 621332

Services Performed By	Hours	Rate	Amount
Jay Shapiro	4.30	375.00	1,612.50
Whitney Birk	1.20	125.00	150.00

		TOTAL Current Fees	\$1,762.50

DATE	CHARGES AND COSTS ADVANCED	AMOUNT
06/17/08	In-House Doc. Reproduction	14.40
06/26/08	In-House Doc. Reproduction	16.00

	TOTAL Current Charges and Costs	\$30.40

Current Balance Due \$1,792.90
=====

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 11/12/08
Invoice: 637029

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
10/10/08	Jay Shapiro: Discuss compliance item regarding rate review with RTH and review compliance notice.	0.20	75.00
10/23/08	Jay Shapiro: Emails with RTH and with W. Birk regarding rate review compliance filing; review and approve letter to Staff re compliance filing.	0.20	75.00
10/23/08	Whitney Birk: (Paralegal) Review Decision No. 68246 for provisions regarding rate review.	0.30	37.50
10/24/08	Whitney Birk: (Paralegal) Draft letter to E. Johnson submitting rate review application and forward to J. Shapiro; finalize for delivery to Arizona Corporation Commission.	0.50	62.50

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
11/12/08
Page 2

Client: 20496
Matter: 003
Invoice: 637029

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
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TOTAL Hours and Fees		1.20	\$250.00
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Services Performed By	Hours	Rate	Amount
Jay Shapiro	0.40	375.00	150.00
Whitney Birk	0.80	125.00	100.00

TOTAL Current Fees	\$250.00
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Current Balance Due	\$250.00
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FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 03/13/09
Invoice: 651257

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
02/04/09	Jay Shapiro: Emails with RTH regarding status and impact of failure of ACC to act upon developer's request.	0.20	78.00

TOTAL Hours and Fees	0.20	\$78.00
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Services Performed By	Hours	Rate	Amount
Jay Shapiro	0.20	390.00	78.00
TOTAL Current Fees			\$78.00

Current Balance Due	\$78.00
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FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 02/12/10
Invoice: 689360

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
01/04/10	Patrick Black: Conference with B. Hardcastle regarding Decision No. 68246 and CC&N; review Decision and provide detailed analysis to B. Hardcastle with outline of options moving forward concerning CAP.	1.60	480.00
01/08/10	Patrick Black: Attend and respond to emails from B. Hardcastle regarding compliance issues; follow up with ACC regarding same.	0.30	90.00
01/11/10	Patrick Black: Attend to email regarding compliance and follow up with ACC concerning same.	0.20	60.00
01/20/10	Patrick Black: Follow up with ACC Staff concerning compliance issues.	0.30	90.00
01/21/10	Patrick Black: Conference with R. Hardcastle	0.60	180.00

continued on next page

FENNEMORE CRAIG

CIRCLE CITY WATER CO
02/12/10
Page 2

Client: 20496
Matter: 003
Invoice: 689360

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
	concerning compliance issues; review compliance filings and forward copy of Maricopa County ATC issued for project; begin follow up with ACC regarding same.		
01/25/10	Patrick Black: Conferences with ACC person regarding compliance issues; follow up conversation with R. Hardcastle concerning same.	0.70	210.00
01/29/10	Patrick Black: Draft Request for Declaratory Order and forward to B. Hardcastle; attend and respond to email concerning same.	0.80	240.00
TOTAL Hours and Fees		4.50	\$1,350.00

Services Performed By	Hours	Rate	Amount
Patrick Black	4.50	300.00	1,350.00
TOTAL Current Fees			\$1,350.00
Current Balance Due			\$1,350.00

FENNEMORE CRAIG

INVOICE

LAW OFFICES
FENNEMORE CRAIG, P.C.

SUITE 2600
3003 N. CENTRAL AVENUE
PHOENIX, ARIZONA 85012-2913
(602) 916-5000

Federal ID No. 86-0293128

CIRCLE CITY WATER CO
3101 STATE RD
BAKERSFIELD CA 93308

ATTENTION: ROBERT T HARDCASTLE

FILE NO.: 20496-003-JSHA

Please Return Top Portion of Statement With Remittance

RE: Lake Pleasant 5000 CC&N Extension✓

Date: 03/12/10
Invoice: 692368

For Professional Services Rendered

DATE	PROFESSIONAL SERVICES	HOURS	AMOUNT
02/01/10	Patrick Black: Conference with B. Hardcastle concerning draft Request for Declaratory Order and follow up with S. Olea at ACC concerning same; follow up internally to explore avenues that CCWC may pursue in having area deleted from CC&N.	0.80	240.00
02/03/10	Patrick Black: Conference with Norm James concerning ways for CCWC to get out of extending within new CC&N area; follow up email to R. Hardcastle concerning same.	0.30	90.00

TOTAL Hours and Fees	1.10	\$330.00
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Services Performed By	Hours	Rate	Amount
Patrick Black	1.10	300.00	330.00

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FENNEMORE CRAIG

CIRCLE CITY WATER CO
03/12/10
Page 2

Client: 20496
Matter: 003
Invoice: 692368

TOTAL Current Fees -----
\$330.00

Current Balance Due \$330.00
=====

FENNEMORE CRAIG

INVOICE

Received

MAR 25 2013

Harvard Investments

Date: March 22, 2013

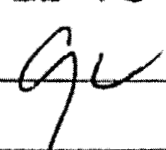
Invoice # 2012-26-05-7060.05

Circle City Water Co. LLC
P.O. Box 82218
Bakersfield, CA 93380
(661) 633-7526
RTH@jaco.com

TO Chris Cacheris
Harvard Investments
17700 No. Pacesetter Way
Scottsdale, AZ 85255

use 6/1/13 ASLT
DATE

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
RTH	Warrick 160 17/26-05-7060.06 (RFD code 00-00-1690.04)	Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Water System design and engineering review, coordination, for Warrick 160 Project water main interconnection.		\$ 20,411.50
APPROVED TO PAY			
X Chris 			
X			
X			
SUBTOTAL			
SALES TAX			
TOTAL			\$ 20,411.50 ✓

Make all checks payable to Circle City Water Co. LLC

Thank you for your business!

CPM

JUL 17 2013

15910

CIR002

LKP-1000-0010.228

CM

7/14

Yost and Gardner Engineers

2619 N. Third Street
Phoenix, AZ 85004
Tel: (602) 264-6424 Fax: (602) 277-6716
info@ygeng.com

INVOICE

Mr. Robert Hardcastle
Brooke Water, LLC
Attn: Robert Hardcastle
3101 State Road
Bakersfield, CA 93308

Invoice Date: Jan 25, 2009
Invoice Num: 4106
Billing From: Apr 15, 2008
Billing To: Dec 31, 2008

Circle City Quarter Section Maps (8877:QtrSec) - PO#: 17/26-05-7060.06 - Managed by (Stevens C)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
4/15/2008	Stevens C	Setup Qtr Sec mapping	0.50	\$120.00	\$60.00
5/21/2008	Stevens R	pull maps from files	1.00	\$65.00	\$65.00
5/21/2008	Stevens C	Start Qtr Sec mapping	0.50	\$120.00	\$60.00
7/15/2008	Stevens R	pull maps from files/scan	1.00	\$65.00	\$65.00
7/16/2008	Stevens C	Down load Circle City plats, surrounding deeds, etc	4.00	\$120.00	\$480.00
7/17/2008	Stevens C	County control, establish base, parcels	4.00	\$120.00	\$480.00
7/18/2008	Stevens C	Parcels	3.00	\$120.00	\$360.00
7/19/2008	Stevens C	Parcels	6.00	\$120.00	\$720.00
7/20/2008	Stevens C	Parcels	4.00	\$120.00	\$480.00
7/21/2008	Stevens C	build parcels from legals	4.00	\$120.00	\$480.00
7/23/2008	Stevens C	Align as-buils images	2.00	\$120.00	\$240.00
7/23/2008	Stevens S	Lot and Parcel mapping data	3.50	\$48.00	\$168.00
8/7/2008	Stevens C	add water lines	1.00	\$120.00	\$120.00
8/7/2008	Addison S	Water lines, par #s Lot #s	1.00	\$80.00	\$80.00
8/8/2008	Addison S	Water lines	2.00	\$80.00	\$160.00
8/11/2008	Addison S	Water lines, par #s Lot #s	3.00	\$80.00	\$240.00
8/19/2008	Addison S	Water lines, par #s Lot #s	1.00	\$80.00	\$80.00
9/15/2008	Edgell J	Water lines	2.75	\$65.00	\$178.75
9/15/2008	Addison S	Water lines	3.00	\$80.00	\$240.00
9/16/2008	Addison S	Water lines, par #s Lot #s	1.00	\$80.00	\$80.00
9/16/2008	Edgell J	Water lines	6.00	\$65.00	\$390.00
9/17/2008	Edgell J	Water lines	5.50	\$65.00	\$357.50
9/18/2008	Addison S	Water lines, par #s Lot #s	1.00	\$80.00	\$80.00
9/18/2008	Edgell J	Water lines	6.00	\$65.00	\$390.00
9/19/2008	Edgell J	Water lines	6.50	\$65.00	\$422.50
9/22/2008	Addison S	Survey Office	1.00	\$80.00	\$80.00
9/22/2008	Edgell J	Drafting, assigning properties	5.50	\$65.00	\$357.50
9/23/2008	Edgell J	Drafting	6.00	\$65.00	\$390.00
9/24/2008	Edgell J	Drafting	3.25	\$65.00	\$211.25
9/26/2008	Edgell J	Drafting	2.00	\$65.00	\$130.00
9/30/2008	Edgell J	Drafting	3.00	\$65.00	\$195.00
10/17/2008	Edgell J	Drafting	1.00	\$65.00	\$65.00
11/10/2008	Ramnarong	Design	8.00	\$100.00	\$800.00
11/11/2008	Edgell J	Drafting	0.50	\$65.00	\$32.50
11/12/2008	Stevens C	Set up borders, etc	1.00	\$120.00	\$120.00
11/13/2008	Edgell J	Drafting	5.50	\$65.00	\$357.50
11/13/2008	Ramnarong	Parcels	5.00	\$100.00	\$500.00
11/13/2008	Stevens C	Checking	1.00	\$120.00	\$120.00

Yost and Gardner Engineers

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info@ygeng.com

INVOICE

Mr. Robert Hardcastle
Brooke Water, LLC
Attn: Robert Hardcastle
3101 State Road
Bakersfield, CA 93308

Invoice Date: Jan 25, 2009

Invoice Num: 4106

Billing From: Apr 15, 2008

Billing To: Dec 31, 2008

Circle City Quarter Section Maps (8877:QtrSec) - PO#: _____ - Managed by (Stevens C)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
11/14/2008	Ramnarong	Borders/layout sheets	4.00	\$100.00	\$400.00
11/17/2008	Edgell J	Drafting	4.00	\$65.00	\$260.00
11/18/2008	Stevens C	Review and Drawing assembly - layers	3.00	\$114.00	\$342.00
11/18/2008	Edgell J	Drafting	7.00	\$62.00	\$434.00
11/19/2008	Edgell J	Drafting	0.50	\$62.00	\$31.00
11/20/2008	Edgell J	Drafting	2.00	\$62.00	\$124.00
11/21/2008	Ramnarong	Prepare Maps	4.00	\$95.00	\$380.00
11/21/2008	Edgell J	Drafting	5.00	\$62.00	\$310.00
11/22/2008	Stevens C	Review Quarter section with Dave	0.25	\$114.00	\$28.50
11/24/2008	Ramnarong	Prepare Maps	7.00	\$95.00	\$665.00
11/24/2008	Stevens S	Prepare Maps	2.00	\$48.00	\$96.00
11/25/2008	Stevens C	Addresses	1.00	\$114.00	\$114.00
11/25/2008	Addison S	Survey Drafting	2.00	\$76.00	\$152.00
11/25/2008	Ramnarong	Prepare Maps	6.00	\$95.00	\$570.00
12/1/2008	Ramnarong	Prepare Maps	6.00	\$95.00	\$570.00
12/2/2008	Ramnarong	Prepare Maps	4.00	\$95.00	\$380.00
12/4/2008	Edgell J	Prepare Maps	3.50	\$62.00	\$217.00
12/4/2008	Addison S	Prepare Maps	1.00	\$76.00	\$76.00
12/5/2008	Stevens C	Prepare Maps/meet w DA	2.50	\$114.00	\$285.00
12/5/2008	Addison S	Prepare Maps	2.00	\$76.00	\$152.00
12/5/2008	Edgell J	Prepare Maps	6.00	\$62.00	\$372.00
12/8/2008	Addison S	Prepare Maps	4.00	\$76.00	\$304.00
12/8/2008	Edgell J	Prepare Maps	3.00	\$62.00	\$186.00
12/10/2008	Stevens C	Links, over at border QA/QC PDF	4.00	\$114.00	\$456.00
12/10/2008	Edgell J	Survey Drafting	2.00	\$62.00	\$124.00
12/11/2008	Edgell J	Survey Drafting	7.00	\$62.00	\$434.00
12/11/2008	Stevens C	Parcel Splits with Jeff	0.50	\$114.00	\$57.00
12/11/2008	Stevens C	Checkin, links, tec	2.00	\$114.00	\$228.00
12/12/2008	Stevens C	Qsec maps to RH & DA DA comments	2.50	\$114.00	\$285.00
12/12/2008	Stevens C	Explanation, Send out discuss with Dave	1.50	\$114.00	\$171.00
12/12/2008	Stevens C	PDF and link maps, email to DA RTH	2.00	\$114.00	\$228.00
12/15/2008	Edgell J	Prepare Maps	3.00	\$62.00	\$186.00
12/20/2008	Stevens C	meet w/ DA @ YG review maps	0.50	\$114.00	\$57.00

Total Service Amount: \$18,510.00

Amount Due This Invoice: \$18,510.00

This invoice is due upon receipt

Yost and Gardner Engineers

2619 N. Third Street

Phoenix, AZ 85004

Tel: (602) 264-6424 Fax: (602) 277-6716

info@ygeng.com

INVOICE

Mr. Robert Hardcastle
Brooke Water, LLC
Attn: Robert Hardcastle
3101 State Road
Bakersfield, CA 93308

Invoice Date: Jan 25, 2009

Invoice Num: 4106

Billing From: Apr 15, 2008

Billing To: Dec 31, 2008

Circle City Quarter Section Maps (8877:QtrSec) - PO#: - Managed by (Stevens C)

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$ 18,510.00	\$ 0.00	-	-	\$ 0.00	\$ 0.00	\$ 0.00

Total Amount Due Including This Invoice: \$18,510.00

Yost and Gardner Engineers

2619 N. Third Street

Phoenix, AZ 85004

Tel: (602) 264-6424 Fax: (602) 277-6716

info@ygeng.com

INVOICE

Mr. Robert Hardcastle
Brooke Water, LLC
Attn: Robert Hardcastle
3101 State Road
Bakersfield, CA 93308

Invoice Date: Jan 25, 2009

Invoice Num: 4105

Billing From: Apr 01, 2008

Billing To: Dec 31, 2008

Warrick Plan Review (877 E Warrick) - PO#: 00-00-1690.04 - Managed by (Stevens C)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
6/6/2008	Stevens C	plan sheet from RBF, review comments	0.50	\$110.00	\$55.00
6/9/2008	Stevens C	plan sheet from RBF	0.50	\$110.00	\$55.00
6/10/2008	Stevens C	e-mail return, RBF-R Christianson call, plan review	0.50	\$110.00	\$55.00
6/10/2008	Stevens C	spoke to RBF-R Christianson, plan review	1.00	\$110.00	\$110.00

Total Service Amount: \$275.00

Amount Due This Invoice: \$275.00

This invoice is due upon receipt

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$ 8,357.50	\$ 45.90	3990	5/30/2008	\$ 3,780.00	\$ 3,780.00	\$ 0.00

Total Amount Due Including This Invoice: \$275.00

Yost and Gardner Engineers

2619 N. Third Street
Phoenix, AZ 85004
Tel: (602) 264-6424 Fax: (602) 277-6716
info@ygeng.com

INVOICE

Mr. Robert Hardcastle
Brooke Water, LLC
3101 State Road
Bakersfield, CA 93308

Invoice Date: Mar 29, 2009
Invoice Num: 4121
Billing From: Jan 01, 2009
Billing To: Mar 27, 2009

Transition of engineering Responsibility (8933:Transition) - PO#: 17/26-05-7060.06 - Managed by (Stevens C)

Professional Services:

Date	Employee	Description	Hours	Rate	Amount
1/5/2009	Stevens C	update RTH re materials rec'd/outstanding	0.75	\$114.00	\$85.50
1/6/2009	Stevens C	ADEQ Geronimo Estates comments from DA/Red. Cad Files from TT	1.00	\$114.00	\$114.00
1/7/2009	Stevens C	Rec'd Files-FedEx from TT, inventory and update	0.50	\$114.00	\$57.00
1/9/2009	Stevens C	catalog, review, meet w/ DA telconf RH	1.50	\$114.00	\$171.00
1/9/2009	Stevens S	Plan/File Inventory	0.50	\$48.00	\$24.00
1/12/2009	Ramnarong	Review paper files/check for missing cad files pdf&print	3.50	\$95.00	\$332.50
1/13/2009	Stevens S	PDF/Plot drawing Files for records	1.00	\$48.00	\$48.00
1/13/2009	Ramnarong	Review paper files/check for missing cad files pdf&print	3.50	\$95.00	\$332.50
1/23/2009	Stevens S	PDF/Plot drawing Files for records	1.00	\$48.00	\$48.00
1/26/2009	Stevens S	PDF/Plot drawing Files for records	1.50	\$48.00	\$72.00
2/20/2009	Ramnarong	Check PDFs, and inventory	3.00	\$95.00	\$285.00
3/20/2009	Stevens C	Check, finalize, link files	1.50	\$114.00	\$171.00

Total Service Amount: \$1,740.50

Amount Due This Invoice: \$1,740.50

This invoice is due upon receipt

Account Summary

Services BTD	Expenses BTD	Last Inv Num	Last Inv Date	Last Inv Amt	Last Pay Amt	Prev Unpaid Amt
\$3,080.00	\$0.00	4108	1/25/2009	\$1,339.50	\$1,339.50	\$0.00

Total Amount Due Including This Invoice: \$1,740.50

- 114.00
* 1626.50

EXHIBIT 3

LAKE PLEASANT 5000 LLC

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT
3/21/13	26-05-7060.01	LGL -ACC APPL- CC&N/MN EXT AGR	47371.11
3/22/13	26-05-7060.05	'12 WTR SYSTEM DESIGN/REVIEW	20411.50
CIRCLE CITY WATER CO., LLC			
CHECK DATE	7/18/13	CHECK NUMBER	786
TOTAL >	CIR002		67782.61

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER			
LAKE PLEASANT 5000 LLC 17700 N. Pacesetter Way Scottsdale, AZ 85255 480-348-1118		Chase Bank Baltimore Office Phoenix, AZ 85016	
		DATE	CHECK NO.
		July 18, 2013	786
			AMOUNT
			\$67,782.61
Pay:*****Sixty-seven thousand seven hundred eighty-two dollars and 61 cents			
PAY TO THE ORDER OF CIRCLE CITY WATER CO., LLC P O BOX 82515 BAKERSFIELD, CA 93308-2515		LAKE PLEASANT 5000, LLC 	
THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW			
@000000786@ 1221000241686637729@			

Seq: 39 Batch: 394993 Date: 08/01/13		ENDORSE HERE: Circle City Water 325018405256
Seq: 00039 08/01/13 BAT: 394993 CC: 31800000000 WT: 01 LTPS: Los Angeles BC: Stockdale BC CA2-125		
The security features listed below, as well as those not listed, exceed industry guidelines. Security Features: Heat Sensitive Ink Microprint Border Security Screen Chemical Reactive Paper Fluorescent Fibers		
Results of document alterations: • Verification box in lower right hand corner of check. Photo between thumb and forefinger symbol will fade, then disappear. • Small type in the border on the face of the check appears as a broken line when photocopied. • Absence of "Original Document" verbiage on back of check. • Stains will appear if heat or chemical alteration is attempted. • Multi-colored fibers embedded		

EXHIBIT 4

Lake Pleasant 500, L.L.C.
17700 N. Pacesetter Way, Suite 100
Scottsdale, AZ 85255
480.348.1118

December 11, 2013

VIA EMAIL TO RTH@BROOKEUTILITIES.COM AND REGULAR MAIL

Mr. Robert T. Hardcastle
Brooke Utilities, Inc.
P.O. Box 82218
Bakersfield, California 93380-2218

Re: Circle City Water Co. CC&N

Dear Bob:

I am writing in response to the application Circle City Water Company ("CCWC") filed at the Arizona Corporation Commission ("Commission") that requested a deletion of the Certificate of Convenience and Necessity ("CC&N") covering the Warrick 160 and Lake Pleasant 5000 LLC ("LP5K") property. I was extremely disappointed by your filing. As you are aware, LP5K intends to move forward with the development and is adamantly opposed to the deletion of the CC&N.

This letter will formally serve as a reiteration of the Request for Service letter received by CCWC on September 30, 2004 from LP5K. I advised you, in an email dated July 10, 2013 that LP5K intended to move forward and did not want the CC&N deleted. As you are aware, LP5K has a Water Facilities Agreement ("WFA") with CCWC and has met its contractual obligations under the WFA. In fact, in accordance with Section II, paragraph 5 of the WFA, LP5K paid CCWC \$67,782.61 on July 18, 2013. This payment was made and received when you were fully aware of LP5K's intentions. While you have attempted to get LP5K to sign a termination agreement, I have advised you numerous times that LP5K and its development partners are moving forward with this project.

LP5K will be filing an application for leave to intervene and will explain to the Commission the need for service and the desire to keep the CC&N in place. LP5K is ready and willing to present its case in front of the Commission. If there is any way we can resolve this matter without wasting the Commission's resources, please feel free to call me.

LAKE PLEASANT 5000 L.L.C.,

By: Harvard 5K, L.L.C., its Manager

By: Harvard Investments, Inc., its Manager

By: 
Christopher J. Cacheris, Vice President